

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
June 17, 2019
6:00 PM**

Amended Agenda

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. City Council Meeting Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

2. A request from Twisted Llama LLC, Mallard Pub and Pool for an exception to the rule of liquor sales being within 100 feet of a place of worship.
3. Presentation from DNR for Sugar Creek Lake Bathymetric Study

Public Hearing and Receipt of Bids

4. Notice of Public Hearing to vacate an alley at 526 and 528 E. Logan.

Ordinances & Resolutions

5. An Ordinance Authorizing Execution Of An Aviation Project Consultant Agreement With H.W. Lochner, Inc.
6. An Ordinance Approving And Accepting The Final Plat For Cobblestone Creek Subdivision, Plat No. 2.
7. An Ordinance Containing Findings; Approving A Certain Cooperative Agreement; Approving And Accepting An Assignment; Appropriating Funds; And Providing Further Authority
8. An Ordinance Authorizing The City Manager To Enter Into Supplemental Agreement No. 4 With Bartlett & West, Inc., For Project STP-4500 (207).
9. An Ordinance Vacating The Alley Between 526 E. Logan Street And 528 E. Logan Street In The City Of Moberly, Missouri.
10. An Ordinance Repealing Subsection (H) Of Section 30-101 Of The Moberly City Code
11. A Resolution Authorizing The City Manager To Enter Into An Agreement With Azavar Government Solutions To Provide Data Audit And Debt Recovery Services.
12. A Resolution Authorizing The City Manager To Enter Into An Agreement With Motorola Solutions For The Purchase Of Police Communications Equipment.
13. A Resolution Authorizing The City Manager To Execute A Scope And Budget Contract Addendum With Barr Engineering To Evaluate Hydrology, Flood Potential, Develop Conceptual Alternatives And Conceptual Level Cost Estimates For 7 Bridges Road Area Runoff.

14. Appropriation Resolution

Official Reports

[15.](#) Department Head Monthly Reports

Anything Else to Come Before the Council

[16.](#) Appointment to the Planning & Zoning Commission.

[17.](#) Consideration for approval of New and Renewal Liquor Applications.

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

May 30, 2019
City of Moberly, Missouri Council Minutes

Council met a special session at 6:00 p.m. at the Moberly Municipal Building, 204 N. Clark Street, Moberly, Missouri, with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John W. Kimmons, Jr., Cole W. Davis and Austin Kyser.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

A motion was made by Kimmons and seconded by Brubaker to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and Moberly Chamber of Commerce was held. The following was discussed: Chamber Services, Tourism Services, Community Pride and Engagement, Educational Support, Employer/Employee Assistance, Chamber Member Growth, Community Betterment, CID Contract, City/Chamber Agreement, it was the consensus of all to continue joint meetings especially in areas of mutual concern where cooperation will benefit citizens.

DRAFT

May 30, 2019
City of Moberly, Missouri Council Minutes

Council met a special session at 4:30 p.m. in Moberly City Hall conference room, 101 W. Reed Street, Moberly, Missouri, with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John W. Kimmons, Jr., Cole W. Davis and Austin Kyser.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

A motion was made by Kimmons and seconded by Brubaker to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and City Department Heads was held. Council reviewed the proposed 2019/2020 Operating Budget.

DRAFT

April 23, 2019
City of Moberly, Missouri Council Minutes

Council met a special session at 6:00 p.m. at the Moberly Municipal Building, 204 N. Clark Street, Moberly, Missouri, with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John W. Kimmons, Jr., Cole W. Davis and Austin Kyser.

A motion was made by Brubaker and seconded by Kimmons to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and Moberly Park and Recreation Board was held. The following was discussed: Golf Course Update, Depot Park Projects/timeline (moved back one year), Athletic Complex parking lot, Kiwanis Park update, it was the consensus of all to continue joint meetings especially in areas of mutual concern where cooperation will benefit citizens and parks.

DRAFT

May 20, 2019

City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, Cole Davis and Austin Kyser. Absent: John Kimmons.

A motion was made by Davis and seconded by Brubaker to approve the agenda. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

A motion was made by Brubaker and seconded by Kyser to approve the minutes of April 15, 2019 and May 6, 2019 Council meetings as presented. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Utilities Director, Mary Calcagno introduced the new Administrative Assistant for Water Finance, Paige Bennett.

A request was received from Moberly Area Chamber of Commerce, Moberly Rotary Club, Altrusa Club of Moberly, Fraternal Order of Eagles, Main Street Moberly and Knights of Columbus to hold the annual Railroad Days event on June 12-15, 2019, to close the 100 block of West Reed Street and Saturday only the 200 block of West Reed Street, the parking area around City Hall and to operate a beer garden at Depot Park. A motion was made by Davis and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

The following bids were received for assessment/inspection services, professional title services and housing inspection services of 65 properties within the City of Moberly and authorizing Mark Twain Regional Council of Government as the administrator: For Professional Title Services: **Town & Country Abstract Co., Inc.**, \$100.00 per search; and **Black Creek Abstract and Title Co.**, \$100.00 per search; for Professional Assessment/Inspection Services: **Linville Inspections, LLC**, \$195.00 per structure; and **Roberts Demolition and Roll Off**, \$180.00 per residence. A motion was made by Kyser and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

A Public Hearing was held on the proposed 2019 property tax to be set by the City of Moberly, a political subdivision. There being no comments the Public Hearing was closed. Mayor Jeffrey noted the Public Hearing was held.

The following bids were received for the Athletic Complex Parking Lot Project: **Capital Paving & Construction, LLC**, Total of base bid plus alternates one and two, \$566,780.34; **Emery Sapp and Sons, Inc.**, Total of base bid plus alternates one and two, \$570,860.45; **Frech Paving Co.**, Total of base bid plus alternates one and two, \$583,229.00. A motion was made by Brubaker and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Kyser introduced a bill for an ordinance entitled: "AN ORDINANCE REPEALING ORDINANCE NUMBER 9513 AND AMENDING CHAPTER 2, ARTICLE V, SECTION 2-367,

SUBSECTION (1) TO PROVIDE FOR A CITY COUNCIL LIAISON TO THE PARK BOARD" and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK IMPROVEMENTS AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Davis, Kyser and Jeffrey. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Davis, Kyser and Jeffrey. Nays: none. Absent: Kimmons.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 7 WITH BARTLETT & WEST SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016 FOR SERVICES RELATED TO DESIGN OF STORM WATER DETENTION FACILITIES FOR SINNOCK AVENUE, FOX PARK AND FOX RUN"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Davis, Kyser, Jeffrey and Brubaker. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey and Brubaker. Nays: none. Absent: Kimmons.

Kyser introduced **"A RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTING FOR HOWARD HILS ATHLETIC COMPLEX PARKING LOT IMPROVEMENTS"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons. The Resolution was read. A motion was made by Davis and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Brubaker introduced **"A RESOLUTION ACCEPTING THE BIDS OF ROBERT DEMOLITION AND ROLL OFF AND TOWN AND COUNTRY ABSTRACT FOR SERVICES RELATED TO A CDBG DEMOLITION GRANT AND APPROVING MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS AS THE GRANT ADMINISTRATOR"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons. The Resolution was read. A motion was made by Davis and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Davis introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$351,227.33"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons. The Resolution was read. A motion was made by Davis and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Don Burton, Russ Kennison and Rachael Grime to be re-appointed to the Park Board. A motion was made Brubaker and seconded by Davis to re-appoint Don Burton, Russ Kennison and Rachael Grime to the Park Board. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

The following liquor applications were submitted for approval:

A Stroke of Magic, submitted by Paula Heath, 215 West Reed Street (malt liquor not in excess of 5% alcohol, by drink or package).

B & B Theaters, Moberly Five and Drive, submitted by Robert Bagby, 3000 N. Morley Street (liquor by the drink and Sunday sales).

Bud's Place, submitted by Jessica Wamsley, 604 Concannon Street (liquor by the drink and Sunday sales).

Get It N Go Express, submitted by Jessica Wamsley, 601 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

Moberly Mart, submitted by Jigneshkumar Patel, 1400 N. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

The Wabash, LLC, submitted by David Lynn, 111 E. Coates Street (liquor by the drink and Sunday sales).

Xpress Liquor and Smokes #2, submitted by Jigneshkumar Patel, 402 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

Xpress Liquor and Smokes #14, submitted by Jigneshkumar Patel, 817 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

A motion was made by Brubaker and seconded by Kyser to grant the licenses subject to investigation. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station, Erik Cliburn, Moberly Monitor-Index.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session. Ayes: Jeffrey, Brubaker, Davis and Kyser. Nays: none. Absent: Kimmons.

Work Session

The following was discussed at the work session:

Proposal from the Tourism Advisory Commission.

Kyser ask Council to seek a common plan regarding downtown Moberly.

DRAFT

June 11, 2019

City of Moberly, Missouri Council Minutes

Council met a special session at 6:00 p.m. at the Moberly Municipal Building, 204 N. Clark Street, Moberly, Missouri, with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John W. Kimmons, Jr., Cole W. Davis and Austin Kyser.

A motion was made by Brubaker and seconded by Kimmons to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A joint work session of the City Council and Moberly Area Economic Development was held. The following was discussed: Retail Consulting Relationship, Project Update, Annual Agreement, etc., it was the consensus of all to continue joint meetings especially in areas of mutual concern where cooperation will benefit citizens.

DRAFT

June 3, 2019
City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Cole Davis and Austin Kyser.

A motion was made by Brubaker and seconded by Kyser to approve the amended agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A communication from Roy Morales, Salvation Army stating that a Christmas in Summer Cruise event will be held June 29, 2019, 5:00 p.m. to 8:00 p.m., on Reed Street from Johnson Street to Depot Park (supplies and donations will be collected for the August back to school event). A motion was made by Davis and seconded by Brubaker to approve the event. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none

A request was received from Lori Perry, Director of Security, Moberly Area Community College, to hold an annual Art on the Block event, June 15, 2019, to close College Avenue at Reed Street to Burkhart Street, 7:00 a.m. to 3:00 p.m. A motion was made by Brubaker and seconded by Davis to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE SOLAR SERVICES AGREEMENT WITH MOBERLY SOLAR LLC"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$492,000.82"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following liquor applications were submitted for approval:

El Vaquero Mexican Restaurant, submitted by Maximo Perez, 721 N. Morley Street (liquor by the drink and Sunday sales).

FL59 Moberly, submitted by Mark T. Baker, 600 E. Highway 24 (liquor in excess of 5% alcohol, by package only and Sunday sales).

7th Heaven Discount Store, submitted by Muazam Shafiq 1100 N. Morley Street, #A (liquor in excess of 5% alcohol, by package only and Sunday sales).

A motion was made by Davis and seconded by Kimmons to grant the licenses subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated George Albert and Troy Link to be appointed to the 9-1-1 Advisory Board. A motion was made by Kyser and seconded by Davis to

appoint George Albert and Troy Link to the 9-1-1 Advisory Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from Theresa Hyatt, President, Randolph County Fair Board for \$2,400.00 Tourism funds for the Randolph County Fair and for \$3,590.00 Tourism funds for the Randolph County Rodeo. A request was received from Kelly Pedigo, Safe Passage for \$1,000.00 Tourism funds for Taste of Missouri event. A motion was made by Brubaker and seconded by Davis to approve the following Tourism funds \$710.00 for the Randolph County Fair, \$890.00 for the Randolph County Rodeo and \$860.00 for the Taste of Missouri event. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station, Erik Cliburn, Moberly Monitor-Index.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status privileged attorney client communication, real estate and negotiated contracts (MO Statutes 610.021,1,2,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

A motion was made by Kyser and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Work Session

The following was discussed at the work session:

Request from Melissa White to vacate an alley between 526 and 528 E. Logan Street.

Appointment to the Planning and Zoning Commission.

An application submitted by Crockett Engineering for the final plat for Cobblestone Subdivision at 1001 Sinnock Avenue.

Aviation Project Consultant Agreement.

A resolution authorizing the City Manager of Moberly, Missouri to enter into an agreement with Azavar Government Solutions for auditing services related to various fee and tax revenues.

Revision to Fishing Tournament Fees for Sugar Creek Lake.

Barr Engineering scope and budget for contract addendum to evaluate hydrology, flood potential, develop conceptual alternatives and conceptual level cost estimates for 7 Bridges Road for City of Moberly area runoff.

Supplemental Agreement #4 with Bartlett and West for design and construction inspection of the Morley Street Sidewalk and Waterline Project STP-4500 (207).

Kysask Council to seek a common plan, Master Plan regarding downtown Moberly.

City of Moberly

City Council Agenda Summary

Agenda Number: 2
 Department: City Clerk
 Date: June 17, 2019

Agenda Item: A request from Twisted Llama LLC, Mallard Pub and Pool for an exception to the rule of liquor sales being within 100 feet of a place of worship.

Summary: Jana Longbine has purchased Shady's South Pub and Pool (previously Harley's Pub and Pool), and has changed the name to Twisted Llama LLC, Mallard Pub and Pool. The location of this business is location is near a place of worship. Per City Code Section 6-41, no license to sell intoxicating liquor shall be issued for any premises when the premises are within 100 feet of a school, college, church, etc. unless the applicant for the license shall first obtain the consent of the City Council.

Ms. Longbine's landlord, Sheryl E. Nelson, has informed New Beginnings church and minister Connie Dulany by written notice at least ten (10) days prior to the June 17, 2019, Council Meeting, that she has signed a contract with Jana Longbine to rent 407D Urbandale to Jana Longbine for the purposes of the business Twisted LLC. Her establishment will be serving alcoholic beverages.

Recommended Action: Please approve this request

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Role Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of Moberly

City Council Agenda Summary

Agenda Number: 4

Department: Comm. Dev.

Date: June 17, 2019

Agenda Item: Notice of Public Hearing.

Summary: Melissa White submitted a request to vacate the alley between 526 and 528 E Logan

Recommended Action: Hold a Public Hearing.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Public Hearing</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

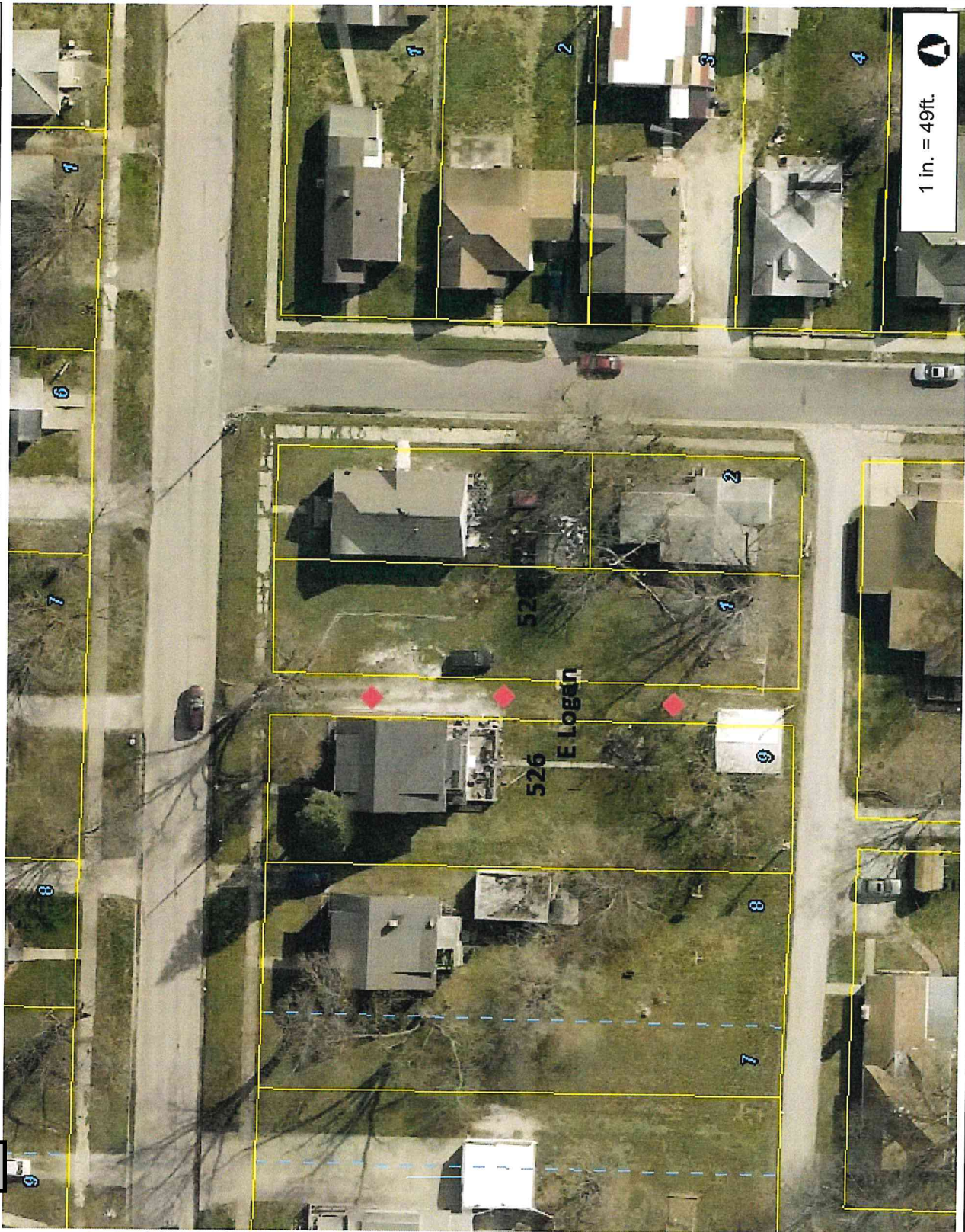
M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

Moberly, MO

15



97.6

48.82

0

97.6

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Red diamonds indicate alley referenced.

Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Lots
- South Ridge Lot Line
- Cross Section
- Flood Zone
- .2% Chance Flood Hazard
- 100 Year No BFE
- 100 Year With BFE
- Floodway



City of Moberly

City Council Agenda Summary

Agenda Number: 5
Department: Public Works
Date: June 17, 2019

Agenda Item: An Ordinance Authorizing Execution Of An Aviation Project Consultant Agreement With H.W. Lochner, Inc.

Summary: The attached contract is for Lochner Engineering who is our approved on-call engineer for the airport. The total contract amount is \$230,000. Portions of the work will be completed by outside groups. Trekk Design group will be completing Exhibit A, property map preparation (\$30,916.57), and this will cover the DBE goal for the project. Woolpert INC will be completing the Geospatial and Aeronautical Surveying (AGIS) (\$70,645.48). Lochner will complete project formulation, complete the ALP update plan, which includes alternatives analysis for Runway Dimensions, Taxiway Locations, incorporating third party data, Runway safety area determination, ALP Narrative report, Public Involvement and Airspace analysis.

Once this work is all completed, we will have another contract with Lochner for the runway design and construction services. All of these costs are 90/10 matching, with our 10% match coming from the Transportation Trust fund.

Recommended Action: Approve this ordinance.

Fund Name: Airport Contractual Services

Account Number: 120.000.5408

Available Budget \$: \$5,389.38

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AVIATION PROJECT
CONSULTANT AGREEMENT WITH H.W. LOCHNER, INC.**

WHEREAS, in order to secure grant funding for future projects at Omar N. Bradley Airport the city must satisfy federal and state aviation laws and regulations which require certain infrastructure, safety, surveying and mapping updates; and

WHEREAS, H. W. Lochner, Inc., is a leader in the field of aviation planning services and is qualified to provide consultant services; and

WHEREAS, H. W. Lochner, Inc., has submitted an Aviation Project Consultant Agreement to the city which includes oversight of subcontractors and planning services for preparation of a property map, geospatial and aeronautical surveying, airport layout planning, public involvement and airspace analysis; and

WHEREAS, the described services are necessary for the city to qualify for financial assistance for future projects and the city is obligated to pay 10% of the contract amount of \$230,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO WIT:

SECTION ONE. That the Aviation Project Consultant Agreement is hereby approved in all respects.

SECTION TWO. That the City Manager or his designee is hereby directed to execute the Agreement on behalf of the City.

SECTION THREE. That this ordinance will be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED this 17th day of June, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Airport: Omar N. Bradley (MBY)
MoDOT Project No.: 18-034A-1

Airport Name:	<u>Omar N. Bradley (MBY)</u>
Project No.:	<u>18-034A-1</u>
County:	<u>Randolph</u>

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Moberly, MO (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Omar N. Bradley Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Omar N. Bradley Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of

this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the

deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 9.0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may

include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard, the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the

desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 9.0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
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TREKK Design Group, LLC	Exhibit "A" Property Map Prep.	\$30,916.57	100.00%	\$30,916.57	13.44%
TOTAL DBE PARTICIPATION				\$30,916.57	13.44%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Woolpert, Inc.	343 Fountains Pkwy Suite 100 Fairview Heights, IL 62208-2170	Geospatial and aeronautical surveying	\$70,645.48

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and

worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$230,000.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Planning Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This

information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Planning Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed

the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor,

justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business

firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoDesk ACAD 2017 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and

Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid

programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning

said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health

Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):
The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any

Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2
CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The

FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: **N/A**

(O) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401: **N/A**

(P) Certification of Consultant Regarding Tax Delinquency and Felony

Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Randolph County, Missouri. The parties agree that this Agreement is entered into at Moberly, Missouri and substantial elements of its performance will take place or be delivered at Moberly, Missouri, by reason of which the Consultant consents to venue of any action against it in Randolph County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Tom Sanders, Director of Public Works
--	---------------------------------------

Airport: Omar N. Bradley (MBY)
MoDOT Project No.: 18-034A-1

SPONSOR'S NAME	City of Moberly, MO		
SPONSOR'S ADDRESS	101 W Reed Street Moberly, MO 65270		
PHONE	660.269.9450	FAX	660.269.8171
E-MAIL ADDRESS	tsanders@cityofmoberly.com		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Chris Flageolle, PE		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W 113 th Street Suite 107 Lenexa, KS 66219		
PHONE	816.945.5840	FAX	816.945.5841
E-MAIL ADDRESS	cflageolle@hwlochner.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for

the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

Airport: Omar N. Bradley (MBY)
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- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Planning Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

Airport: Omar N. Bradley (MBY)
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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
H.W. LOCHNER, INC.

Sponsor:
CITY OF MOBERLY, MISSOURI

By: _____
Signature

By: _____
Signature

Title: Vice President, Aviation

Title: Director of Public Works

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Airport: Omar N. Bradley (MBY)
MoDOT Project No.: 18-034A-1

EXHIBIT I

PROJECT DESCRIPTION

1. Airport Layout Plan (ALP) Update with Narrative Report.
2. Airports GIS (AGIS) Aeronautical Survey.
3. Update Exhibit 'A' Property Map.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

A. PROJECT FORMULATION

The Consultant will attend/schedule a project scoping meeting to review the project scope and tasks and to confirm the specific requirements of the Project. Based on this discussion the Consultant will refine the Project scope of services to ensure completion of the defined tasks for submission to the Sponsor and MoDOT. Additionally, the Consultant will prepare a grant application for Federal assistance. The Consultant will attend one city meeting, as necessary, to address questions and issues concerning the proposed Project Agreement. Finally, the Consultant will assist the Sponsor with grant administration which will involve supporting documentation associated with reimbursement for work completed.

B. ALP UPDATE WITH NARRATIVE REPORT

1. Alternatives Analysis for Runway Dimensions (e.g., length, width, and pavement strength)

The existing runway has non-standard dimensions based on existing FAA planning guidance compared to current operational activity by turbine aircraft. In addition, the runway and taxiway system contain non-standard geometry (displaced threshold and taxiway locations near the Runway 13 approach end and aircraft apron). The purpose of the analysis will be to:

- Determine the runway design standards to meet existing and long-term facility needs
- Resolve non-standard runway and taxiway conditions
- Document options for airfield and taxiway system improvements

Tasks to be performed in the runway and taxiway design analysis:

- a. Determine runway dimensional standards
 - i. Research existing aircraft operations (type of aircraft and number of operations), including FAA Traffic Flow Management System Counts (TFMSC) data analysis.
 - ii. Determine the existing critical aircraft.
 - iii. Determine runway length requirements for the critical aircraft, using FAA Advisory Circular (AC) 150/5325-4B.

- iv. Determine Airport Reference Code (ARC), Runway Design Code (RDC), Taxiway Design Group (TDG), pavement strength and FAR Part 77 Approach Category based on the critical aircraft.
- v. Determine runway, taxiway, and other airport dimensional standards based on this information.
- vi. Acquire new wind rose data.
- vii. Evaluate runway threshold locations that keep the Runway Safety Area (RSA)/Object Free Area (OFA) on existing airport property.
- viii. Evaluate roads within the existing and potential Runway Protection Zone (RPZ). Per FAA's *Interim Guidance on Land Uses Within a Runway Protection Zone*, dated September 27, 2012, public roads within an RPZ require coordination with FAA APP-400.
 - 1) Avoid introducing the land use issue within the RPZ.
 - 2) Minimize the impact of the land use in the RPZ (i.e. routing a new roadway through the controlled activity area, move farther away from the runway end, etc.).
 - 3) Mitigate risk to people and property on the ground (i.e. protecting the roadway through the RPZ, implement operational measures to mitigate risks, etc.).
- ix. Document alternatives, per FAA's 9-27-12 RPZ memo. Documentation will include:
 - 1) Description of each alternative, including a narrative discussion and exhibits or figures depicting the alternative.
 - 2) Full cost estimates associated with each alternative regardless of potential funding sources.
 - 3) A practicability assessment based on the feasibility of the alternative in terms of cost, constructability, and other factors.
 - 4) Identification of the preferred alternative that would meet the project purpose and need while minimizing risk associated with the location within the RPZ.
 - 5) Identification of federal, state, and local transportation agencies involved or interested in the issue.
 - 6) Analysis of the specific portion(s) and percentages of the RPZ affected, drawing a clear distinction between the Central Portion of the RPZ versus the Controlled Activity Area, and clearly delineating the distance from the runway end and runway landing threshold.
- x. Analysis of (and issues affecting) sponsor control of the land within the RPZ.
- xi. Meet with city representatives and airport tenants to discuss the alternatives. Conduct a conference call with MoDOT and/or FAA officials to discuss alternatives.

- xii. Prepare findings and recommendations that support runway and taxiway improvements which comply with FAA guidance and accommodate demand.

2. Taxiway Locations

- The airport has two non-standard taxiway configurations.
- Direct access. The airport has a taxiway that leads directly from the apron to Runway 13-31 without requiring a right-angle turn. Such configurations can result in confusion and loss of situational awareness when a pilot expects to encounter a parallel taxiway but instead accidentally enters a runway. (FAA AC 150/5300-13A, Section 401(b)(5)(g)).
- Direct access. A second taxiway leads from the southern hangar area directly to Runway 5-23 without requiring a right-angle turn, which could result in a loss of situational awareness.

Tasks to be performed in the analysis of taxiway locations:

- a. Develop alternatives for taxiway configurations that meet the dimensional standards identified in Task 2, avoid direct access, and allow for the future improvements to the existing taxiway system.
- b. Document alternatives. Documentation will include:
 - i. Description of each alternative, including a narrative discussion and exhibits or figures depicting the alternative.
 - ii. Full cost estimates associated with each alternative.
 - iii. A practicability assessment based on the feasibility of the alternative in terms of cost, constructability, and other factors.
 - iv. Identification of the preferred alternative.
- c. Meet with city representatives and airport tenants to discuss the alternatives. Conduct a conference call with MoDOT and/or FAA officials to discuss alternatives.
- d. Prepare findings and recommendations that support taxiway improvements which comply with FAA guidance.

3. AGIS Aeronautical Survey

- a. The AGIS survey will include aerial imagery, field surveys, and ALP basemapping to obtain the data necessary to update the ALP drawings and to establish new and/or improve current instrument approach procedures. The survey will comply with FAA AC's 150/5300-16A, -17C and -18B.
- b. Aerial photography will be conducted to include all approach areas for potential runway alternatives. The photography must take place when leaves are on the trees, and thus the photography will likely be completed before the preferred runway alternative is finalized.

- c. Field survey will include data necessary to comply with FAA AC 150/5300-18B, Table 2-1, and will include a topographic survey of the airport.
- d. Upon selection of the preferred runway alternative, data will be submitted through the FAA's AGIS website. Data submittal requirements include the future runway ends' latitude, longitude and elevation. Thus, the data submittal must wait for the final runway determination.

4. Exhibit 'A' Property Map Update

- a. Complete in accordance with FAA ARP SOP 3.00, *SOP for FAA Review of Exhibit 'A' Airport Property Inventory Maps*.
- b. Survey boundary of each parcel of land comprising the airport.
- c. Prepare exhibit with property description and parcel information for each parcel as outlined in Appendix B of FAA ARP SOP 3.00.
- d. Indicate location of Runway Protection Zones (RPZ), runways, Runway Safety Areas/Object Free Areas (RSA/OFA), taxiways, other airport design surfaces, and road and/or railroad rights-of-way.
- e. File reference report for each section corner identified as part of the field survey.
- f. Obtain 50-Year Chain-of-Title Report for each parcel of property owned by the Sponsor.

5. Runway Safety Area (RSA) Determination

- a. Complete the following forms from the FAA's SOP No. 8.00, *Runway Safety Area Determination*. The forms will be included in the report's appendices.
 - i. Appendix A: Runway Safety Area Inventory for Non-Certificated Airports
 - ii. Appendix B: RSA Determination Form

6. Update Airport Layout Plan Drawings

- a. Update ALP per FAA AC 150/ 5070-6B, *Airport Master Plans*, and *FAA ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*.
- b. The ALP drawings will include the following sheets:
 - i. Title Sheet
 - ii. Airport Layout Drawing
 - iii. Airspace Drawing
 - iv. Inner Portion of the Approach Surface Drawing(s)
 - v. Runway Centerline Profile Drawing
 - vi. Terminal Area Drawing
 - vii. Land Use Drawing
 - viii. Departure Surface Drawing

7. ALP Narrative Report

A report will be prepared in accordance with the following outline and will be limited to the items within this scope of work.

- a. Introduction
 - i. Reason for the update
 - ii. Short history of the airport, including a list of past projects (to be provided by MoDOT)
 - iii. Economic Impact (utilizing data from MoDOT study)
- b. Inventory and Data Collection. Inventory the airport's physical facilities (e.g., pavement, lighting, navigational aids, buildings, roads, and fuel storage); the facilities age, type and condition will be noted and photographs will be taken; the inventory will be conducted only on airport property.
- c. Existing Facilities, Development Recommendations and Alternatives Analysis, including Environmental Overview (which will follow provisions set forth in AC 150/5070-6B, *Airport Master Plans*, Chapter 5). This section will describe the existing and ultimate development of each of the following items. .
 - i. Runways – length, width, pavement condition, and wind coverage
 - ii. Taxiways – width, pavement condition, and location
 - iii. Aircraft Aprons – tiedowns, pavement condition
 - iv. Lighting & signs – edge lights and beacon, including age and/or condition
 - v. Visual Aids – PAPI, etc., including ownership, age/condition
 - vi. Navigational Aids – NDB, GPS, AWOS, etc., including ownership
 - vii. Instrument Approaches – MDA and visibility, known obstructions if available from AVN
 - viii. Hangars – sizes, doors, condition, ownership
 - ix. Fuel Storage – size, condition, ownership
 - x. Landside Facilities
 - 1) Terminal Building – size, condition
 - 2) Other Buildings – size, condition, use
 - 3) Roads – width, condition
 - 4) Parking – size, condition
 - xi. Land – fee, easement, land not needed for aviation uses
 - xii. Coordination with other agencies and governmental units
 - xiii. Environmental Overview
 - xiv. Summary table
- d. Capital Improvement Program. This section will consist of cost estimates for the runway improvements only.
- e. Appendix: Half size (11" x 17") ALP drawings

8. Public Involvement

- a. Stakeholder Meetings. The Consultant shall assist the Sponsor with communications and outreach for airport users and tenants to involve them in the planned improvements and obtain data and ideas from relevant stakeholders.
- b. Public Meetings. In the event that any items in this Scope of Services result in impacts to properties outside of the airport, public meetings will be held including affected property owners. A summary report of concerns with responses to each concern will be provided to those present at the meeting.

9. Airspace Analysis

- a. Preliminary Obstruction Analysis Narrative: The narrative will include analysis regarding the potential obstructions within the approach areas and transitional surfaces utilizing information obtained through the AGIS Aeronautical Survey as described in Task 3.
- b. FAA Form 7460: At the conclusion of the AGIS Aeronautical Survey and alternatives analysis provided in the ALP Narrative Report, Form 7460 will be filed within the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) database for further analysis and recommendations for mitigation.

10. Project Management and Deliverables

- c. Project Management
- d. Meetings
- e. Narrative Report
 - i. Draft chapters to be provided as they are completed, for preliminary review. Electronic copies only will be emailed to MoDOT and the airport
 - ii. Final report – One printed copy and one electronic copy to MoDOT and the airport.
- f. Updated ALP Drawings
 - i. Draft plans – one full-size printed copy each to MoDOT and the airport
 - ii. Final plans – one full-size printed copy and one electronic copy (pdf) each to MoDOT and the airport

Typical project elements which are not expected to be included within this sample SOW include the following:

- RSA Risk Analysis (from ACRP Report No. 50)
- Geotechnical exploration. This will be done when the ultimate runway dimensions are established
- US Army Corps of Engineers (Section 404) permit application
- Flood plain permit, storm water permit or any other local, state or federal permits.

**EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
PROJECTS**

Updated January 24, 2017

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities

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150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities

150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

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150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see Section (23)(A)).
12. Pay costs for title searches.

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COST
AGREEMENT FOR AVIATION PLANNING SERVICES

**AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE REPORT; CONDUCT AIRPORTS GIS
AERONAUTICAL SURVEY; AND UPDATE EXHIBIT 'A' PROPERTY MAP**

**OMAR N. BRADLEY AIRPORT (MBY)
CITY OF MOBERLY, MO**

5/9/2019

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal in Charge	18	\$60.00	\$ 1,080
Project Manager	198	\$50.00	\$ 9,900
Airport Planner	492	\$40.00	\$ 19,680
Airport Engineer	112	\$38.00	\$ 4,256
Environmental Planner	48	\$35.00	\$ 1,680
Technician	221	\$25.00	\$ 5,525

Total Direct Salary Costs= **\$ 42,121.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 161.89% **\$ 68,189.69**

3. SUBTOTAL

Items 1 and 2 **\$ 110,310.69**

4. PROFIT

15% of Item 3 Subtotal **\$ 16,546.60**

Subtotal = **\$ 126,857.29 Lump Sum Fee**

5. OUT-OF-POCKET EXPENSES

a. Mileage	1,500	miles @\$0.58/mile = \$	870.00
b. Meals	4	days @ \$55.00/day = \$	220.00
c. Printing, Shipping & Misc. Expenses		= \$	490.66

Total Out-of-Pocket Expenses = **\$ 1,580.66 Not to Exceed**

6. SUBCONTRACT COSTS

a. Woolpert, Inc. (AGIS Aeronautical Survey)	\$ 70,645.48
b. TREKK Design Group, LLC (Exhibit 'A' Property Map)	\$ 30,916.57

Total Subcontract Costs = **\$ 101,562.05 Not to Exceed**

7. MAXIMUM TOTAL FEE

Items 3, 4, 5 and 6 **\$ 230,000.00 Not to Exceed**

**EXHIBIT V
PLANNING SERVICES-COST BREAKDOWN**

AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE REPORT; CONDUCT AIRPORTS GIS AERONAUTICAL SURVEY; AND UPDATE EXHIBIT 'A' PROPERTY MAP

**OMAR N. BRADLEY AIRPORT (MBY)
CITY OF MOBERLY, MO**

5/9/2019

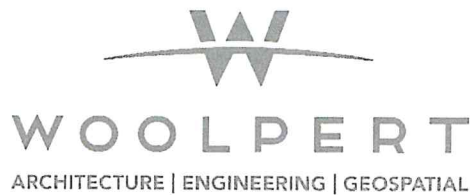
Classification: Hourly Rate:		Principal in Charge \$180.70	Project Manager \$150.59	Airport Planner \$120.47	Airport Engineer \$114.45	Environmental Planner \$105.41	Technician \$75.29	Other Costs
A. PRELIMINARY SERVICES								
1. Project Formulation		2	28	0	0	0	0	
Labor Subtotal =	\$4,577.84	\$361.41	\$4,216.43	\$0.00	\$0.00	\$0.00	\$0.00	
Expense Subtotal =	\$22.16							\$22.16
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$4,600.00							
Preliminary Services Subtotal =	\$4,600.00							
B. ALP UPDATE WITH NARRATIVE REPORT								
1. Alternatives Analysis for Runway Dimensions		2	16	80	0	0	20	
Labor Subtotal =	\$13,914.22	\$361.41	\$2,409.39	\$9,637.55	\$0.00	\$0.00	\$1,505.87	
Expense Subtotal =	\$85.78							\$85.78
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$14,000.00							
2. Taxiway Locations		2	4	16	0	0	8	
Labor Subtotal =	\$3,493.61	\$361.41	\$602.35	\$1,927.51	\$0.00	\$0.00	\$602.35	
Expense Subtotal =	\$6.39							\$6.39
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$3,500.00							
3. AGIS Aeronautical Survey		0	4	8	0	0	2	
Labor Subtotal =	\$1,716.69	\$0.00	\$602.35	\$963.76	\$0.00	\$0.00	\$150.59	
Expense Subtotal =	\$37.83							\$37.83
Subconsultant Subtotal =	\$70,645.48							\$70,645.48
Total Fee =	\$72,400.00							
4. Exhibit 'A' Property Map Update		0	8	20	0	0	5	
Labor Subtotal =	\$3,990.55	\$0.00	\$1,204.69	\$2,409.39	\$0.00	\$0.00	\$376.47	
Expense Subtotal =	\$92.88							\$92.88
Subconsultant Subtotal =	\$30,916.57							\$30,916.57
Total Fee =	\$35,000.00							
5. Runway Safety Area (RSA) Determination		2	2	4	32	0	8	
Labor Subtotal =	\$5,409.08	\$361.41	\$301.17	\$481.88	\$3,662.27	\$0.00	\$602.35	
Expense Subtotal =	\$90.92							\$90.92
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$5,500.00							
6. Update Airport Layout Plan Drawings		2	20	160	40	0	60	
Labor Subtotal =	\$31,743.69	\$361.41	\$3,011.74	\$19,275.10	\$4,577.84	\$0.00	\$4,517.60	
Expense Subtotal =	\$56.31							\$56.31
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$31,800.00							
7. ALP Narrative Report		2	24	120	0	48	65	
Labor Subtotal =	\$28,385.60	\$361.41	\$3,614.08	\$14,456.33	\$0.00	\$5,059.71	\$4,894.07	
Expense Subtotal =	\$64.40							\$64.40
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$28,450.00							
8. Public Involvement		2	24	36	0		8	
Labor Subtotal =	\$8,914.74	\$361.41	\$3,614.08	\$4,336.90	\$0.00	\$0.00	\$602.35	
Expense Subtotal =	\$35.26							\$35.26
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$8,950.00							
9. Airspace Analysis		2	8	16	40		25	
Labor Subtotal =	\$9,953.78	\$361.41	\$1,204.69	\$1,927.51	\$4,577.84	\$0.00	\$1,882.33	
Expense Subtotal =	\$46.22							\$46.22
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$10,000.00							
10. Project Management and Deliverables		2	60	32	0	0	20	
Labor Subtotal =	\$14,757.50	\$361.41	\$9,035.21	\$3,855.02	\$0.00	\$0.00	\$1,505.87	
Expense Subtotal =	\$1,042.50							\$1,042.50
Subconsultant Subtotal =	\$0.00							\$0.00
Total Fee =	\$15,800.00							
ALP Update Narrative Report Subtotal =	\$225,400.00							
GRAND TOTAL =	\$230,000.00							

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

- | | | |
|----|--|---|
| A. | Preliminary Services / Project Formulation | As Required |
| B. | Airport Layout Plan (ALP) Update With Narrative Report | |
| | Items. 1., 2., 5., 6., 7., 8., and 9. | 270 Calendar Days
after receipt of NTP |
| | 3. AGIS Aeronautical Survey | 180 Calendar Days
After receipt of NTP |
| | 4. Exhibit 'A' Property Map | 90 Calendar Days
after receipt of NTP |
| | 10. Project Management and Deliverables | As Required |



April 8, 2019

Matt Jacobs, PE
Vice President, Aviation
Lochner
16105 W. 113th Street
Lenexa, KS 66219

RE: Proposal: Aeronautical Survey at Omar N. Bradley (MBY) Airport

Dear Mr. Jacobs:

We appreciate the opportunity to provide a proposal for supporting Lochner with geospatial services at the Omar N. Bradley Airport (MBY) in Moberly, MO. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16A, -17C, change 1 and -18B, change 1.

Project Understanding

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks

- 1) Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runways 05/23 and 13/31.
- 2) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "B."
- 3) Obstruction analysis for FAR Part 77, Non-Precision Type "C" for Existing Runway 13/31 and Visual Type "A" for Existing Runway 05/23 and airspace analysis for Runway Type 4, 6 and 7 for Existing Runway 13/31 and Runway Type 2 and 7 for Existing Runway 05/23, pursuant to Table 3-2, Engineering Brief (EB) 99

Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runways 05/23 and 13/31.

- Initiate and complete the AGIS Project process on the AGIS web portal as an Airport Layout Plan – Periodic Update.
 - Develop SOW and plans as required.
- Preliminary research shows that MBY does currently have SACS but no PACS. The SACS will be utilized as the basis for control of this project. If the SACS are disturbed or are unable to be found, Temporary Survey Marks (TSMs) will be established for the basis of control in accordance with AC-16A.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
 - Estimated 23 control points and 5 check points.
 - Collect imagery at a ground sample distance of 0.50', flight layout will be provided.
 - Collected with leaf-on conditions.
- Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.



- Navigational aid inventory for NAVAIDs associated to the airport (within 10 NM of ARP) including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
 - Woolpert has requested existing obstruction data for MBY from the FAA for review of the OIS. There are currently 321 existing obstacles within a 5-mile radius of MBY that will be validated. This is a value-added service where the airspace around MBY and the existing obstacles would be updated, rather than new obstacles being created in the FAA's database, on top of what already resides there.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Development of new ortho-photography of the entire mapping limits as shown in Exhibit B.
 - Pixel resolution of 0.5-feet over the entire mapping limits.
- Collect major landmark features within imagery coverage.
- Conversion of Runway Helipad Design Surface data to be provided by Lochner for the RSA, RPZ and ROFA limits.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports to AGIS.
 - Imagery Acquisition Report
 - Final Project Report

Task 02 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "B."

- Field collection of airfield lights and airport signs for feature attribution.
- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "C."
- Conversion of Runway Helipad Design Surface data to be provided by Lochner for the RSA, RPZ and ROFA limits.
- Submit data to the Airport Layout Plan – Periodic Update AGIS project created in Task 01.

Task 03 - Obstruction analysis for FAR Part 77, Non-Precision Type "C" for Existing Runway 13/31 and Visual Type "A" for Existing Runway 05/23 and airspace analysis for Runway Type 4, 6 and 7 for Existing Runway 13/31 and Runway Type 2 and 7 for Existing Runway 05/23, pursuant to Table 3-2, Engineering Brief (EB) 99.

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
 - Existing 13/31 Runway is a Non-Precision Type "C" surface.
 - Existing 05/23 Runway is a Visual Type "A" surface.
- Airspace analysis of Table 3-2 surfaces in EB 99 for Existing Runways 13/31.
 - Runway Type 4 – Instrument approaches having visibility $\geq 3/4$ statute mile.
 - Runway Type 6 – Glidepath Qualification Surface (GQS)
 - Runway Type 7 – Runway Departure Surface (RDS)
- Airspace analysis of Table 3-2 surfaces in EB 99 for Existing Runways 05/23.
 - Runway Type 2 – Instrument approaches serving small airplanes with approach speeds of 50 knots or more
 - Runway Type 7 – Runway Departure Surface (RDS)
- Woolpert will collect objects penetrating the above-specified OIS using the object density selection criteria as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Develop and deliver to Lochner a Microsoft Excel file containing information to all Obstacles that were collected within the Obstruction Identification Surfaces:



- This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.
- Develop and deliver to Lochner an AutoCAD file containing information to any obstacles penetrating the above specified FAR Part 77 and Table 3-2 surfaces.

Fee Estimate Breakdown

The survey fee estimate has been separated into individual breakdowns for each task.

Project Fee Estimate	
Task 01: AC-18B Obstruction Analysis	\$47,289.90
Task 02: Topographic and Planimetric Mapping (2')	\$ 19,261.20
Task 03: FAR Part 77 and Table 3-2 Obstruction Analysis (following ODSC requirements)	\$ 4,094.38
Project Total =	\$70,645.48

Option – Development of new 0.5' pixel resolution orthophotography over the entire 18B OIS limits as shown in Exhibit A.

Option Fee Estimate	
Additional to Task 01: Full 18B Surface Orthos	\$2,632.00

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website, contingent on timely AGIS approvals. The proposed fee estimates are valid for ninety (90) days from proposal date.

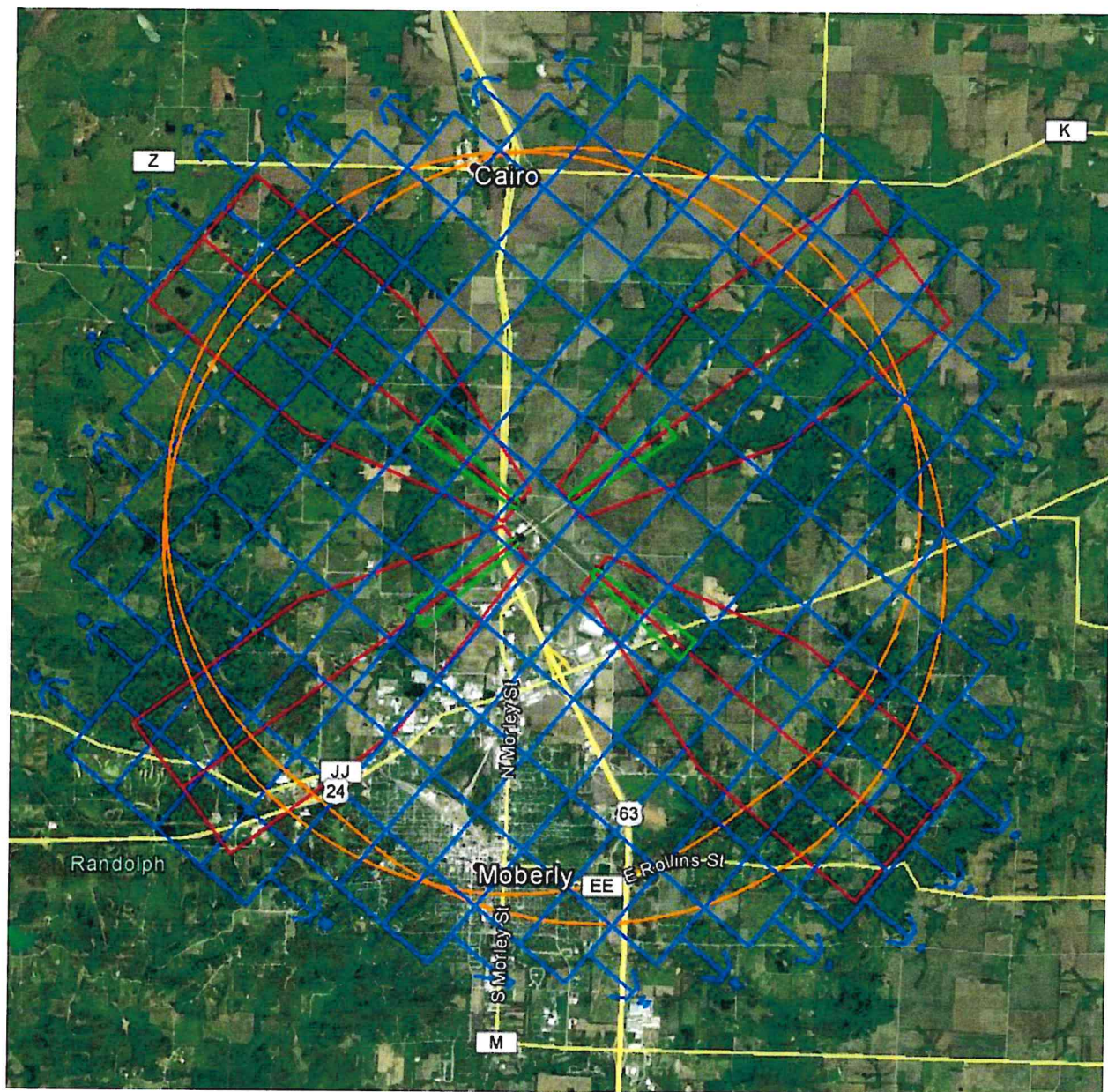
Please don't hesitate to contact me to discuss any comments or questions you may have (618.632.2813).

Sincerely,

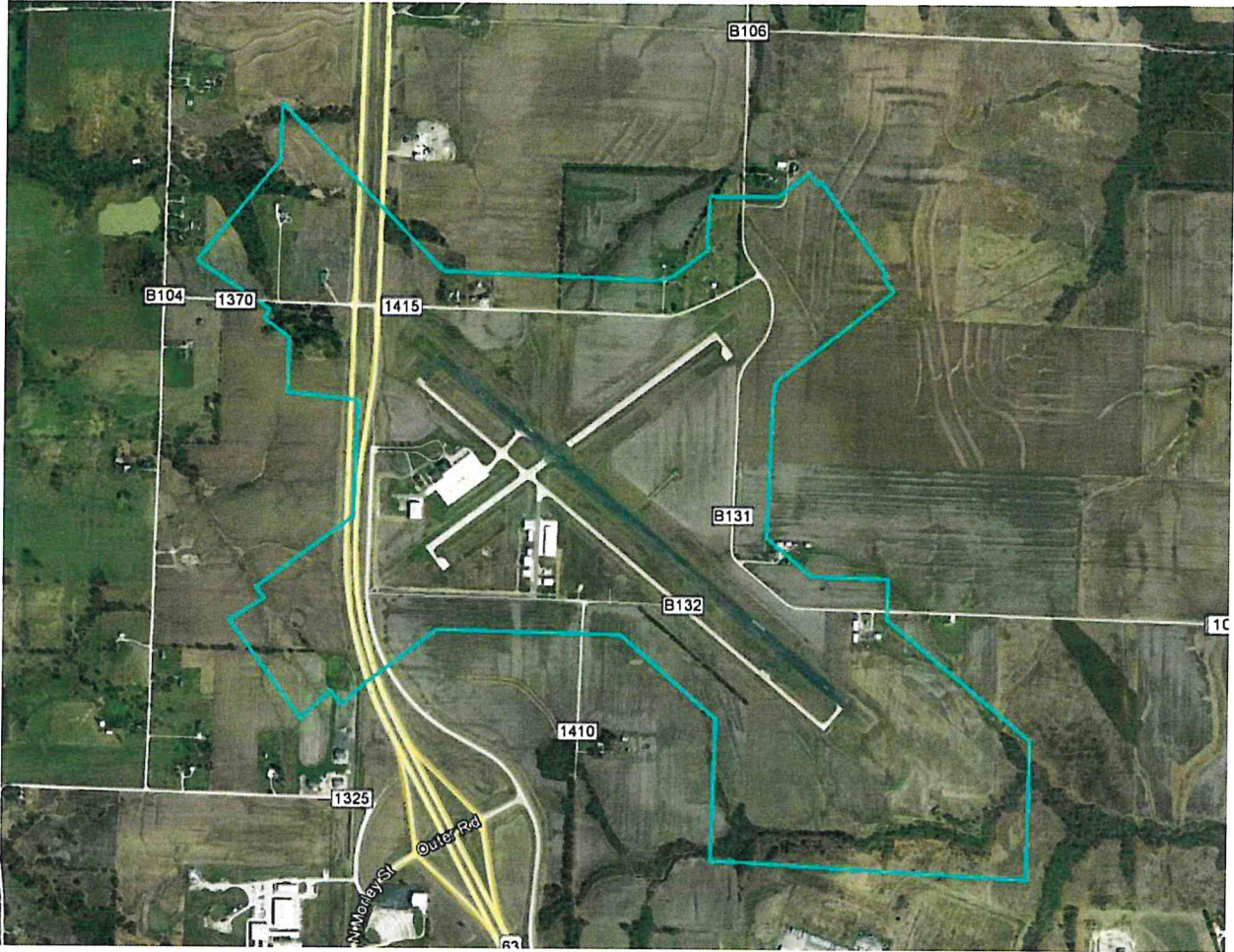
Woolpert, Inc.
Melissa M Rank, PLS
Aviation Project Manager

Woolpert, Inc.
Thomas E Mackie, PS
Aviation Practice Leader
Vice President

Attachment A: Imagery Limits



Attachment B: Mapping Limits





Attachment C: Feature Collection (where applicable)

Non-Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.4.4.	AirfieldLight	X	
2	5.4.15.	AirportSign	X	
3	5.4.1.	AircraftGateStand	X	
4	5.4.2.	AircraftNonMovementArea	X	
5	5.4.16.	Apron	X	
6	5.4.5.	ArrestingGear	X	
7	5.13.1.	Bridge	X	X
8	5.9.1.	Building	X	X
9	5.13.2.	DrivewayArea	X	
10	5.13.3.	DrivewayCenterline	X	
11	5.8.10.	ElevationContour	X	X
12	5.9.4.	Fence	X	
13	5.9.5.	Gate	X	
14	5.8.11.	ImageArea	X	X
15	5.5.1.	LandmarkSegment	X	X
16	5.4.19.	MarkingArea (Off Runway)	X	
17	5.4.20.	MarkingLine (Off Runway)	X	
18	5.4.21.	MovementArea	X	
19	5.13.4.	ParkingLot	X	X
20	5.4.7.	PassengerLoadingBridge	X	
21	5.13.5.	RailroadCenterline	X	X
22	5.13.6.	RailroadYard	X	X
23	5.13.7.	RoadCenterline	X	X
24	5.13.8.	RoadPoint	X	X
25	5.13.9.	RoadSegment	X	X
26	5.4.24.	RunwayArrestingArea	X	
27	5.7.11.	Shoreline	X	X
28	5.4.29.	Shoulder	X	
29	5.6.10.	State	X	X
30	5.14.1.	TankSite	X	
31	5.4.31.	TaxiwayElement	X	
32	5.4.14.	Taxiwayholdingposition	X	
33	5.4.30.	TaxiwayIntersection	X	
34	5.9.6.	Tower	X	X
35	5.7.12.	Wetland (no official delineation)	X	
36	5.7.5.	Forest Stand Area	X	X



Safety Critical				
	Ac 150/5300- 18b Section Number	Features	On Airport	Off Airport
1	5.8.	AirportControlPoints	X	X
2	5.8.9.	CoordinateGridArea	X	X
3	5.4.19.	MarkingArea (Runway only)	X	
4	5.4.20.	MarkingLine (Runway only)	X	
5	5.10.	Navaidequipment	X	X
6	5.5.2.	Obstacle	X	X
7	5.5.3.	ObstructionArea	X	X
8	5.5.4.	ObstructionIDSurface	X	X
9	5.4.22.	Runway	X	
10	5.4.25.	RunwayBlastPad	X	
11	5.4.8.	RunwayCenterline	X	
12	5.4.12.	RunwayElement	X	
13	5.4.26.	RunwayEnd	X	
14	5.4.9.	RunwayHelipadDesignSurfaces *	X	X
15	5.4.10.	RunwayIntersection	X	
16	5.4.27.	RunwayLabel	X	
17	5.4.11.	RunwayLAHSO	X	
18	5.4.18.	TouchDownLiftOff	X	

* Shape only for RSA, OFA, OFZ and RPZ



Attachment D: Survey Requirements

Table 2-1. Survey Requirements Matrix

Intended End Use of the Data ▶	AC Reference	Airport Layout Plan (ALP)
Required Tasks ▼		
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•
Establish or validate Airport Geodetic Control	150/5300-16	•
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•
Survey runway end(s)/threshold(s)	150/5300-18	•
Monument runway end(s)/threshold(s)	150/5300-18	•
Document runway end(s)/threshold location(s)	150/5300-18	•
Identify and survey any displaced threshold(s)	150/5300-18	•
Monument displaced threshold(s)	150/5300-18	• ¹
Document displaced threshold(s) location	150/5300-18	•
Determine or validate runway length	150/5300-18	•
Determine or validate runway width	150/5300-18	•
Determine runway profile using 50 foot stations	150/5300-18	• ²
Determine runway profile using 10 foot stations	150/5300-18	• ²
Determine the touchdown zone elevation (TDZE)	150/5300-18	•
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•
Determine and document the horizontal extents of any Stopways	150/5300-18	•
Determine any Stopway profiles	150/5300-18	•
Determine if the runway has an associated clearway	150/5300-18	•
Survey clearway to determine objects penetrating the slope	150/5300-18	•
Determine and document the taxiway intersection to threshold distance	150/5300-18	•
Determine runway true azimuth	150/5300-18	•
Determine or validate and document the position of navigational aids	150/5300-18	•
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	
Determine potential navigational aid screening objects	150/5300-18	
Collect and document VOR receiver checkpoint location and associated data	150/5300-18	
Perform or validate and document an airport airspace analysis	150/5300-18	•
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•
Collect or validate and document airport planimetric data	150/5300-18	•
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•
Perform or validate a topographic survey	150/5300-18	•
Collect and document runway and taxiway lighting	150/5300-18	•
Collect and document parking stand coordinates	150/5300-18	
Collect cultural and natural features of landmark value	150/5300-18	•
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•
Determine all Land Use to 65 DNL contour	150/5300-18	•
Document features requiring digital photographs	150/5300-18	•
Document features requiring sketches	150/5300-18	•
Collect position and type of runway markings	150/5300-18	•
Collect position and type taxiway markings	150/5300-18	
Locate, collect, and document photo ID points	150/5300-17	
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•
Collect imagery	150/5300-17	
Provide a final Project Report	150/5300-16/17/18	•

Notes

¹Only when runway construction is involved.

²All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

³Only required for the identified Category II and III special topographic survey³

⁴For Cat II and III radar altimeter area or if specifically requested



Attachment E: Woolpert Fee Forms

DERIVATION OF CONSULTANT PROJECT COSTS

OMAR N. BRADLEY (MBY)
MOBERLY, MO

AERONAUTICAL GEOSPATIAL SERVICES

April 8, 2019

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Director	5.0	\$ 84.01	\$320.05
Project Manager	34.0	\$ 40.45	\$1,375.30
Project Surveyor	44.0	\$ 31.14	\$1,370.16
Photogrammetrist	62.0	\$ 34.91	\$2,164.42
Sr Photogrammetric Technician	64.0	\$ 27.23	\$1,742.72
Jr Photogrammetric Technician	296.0	\$ 20.74	\$6,139.04
Survey Crew Chief	58.0	\$ 28.46	\$1,534.68
Survey Technician	58.0	\$ 21.19	\$1,229.02
Drafter	122.0	\$ 25.48	\$3,108.56
Administrative	7.0	\$ 20.71	\$144.97

Total Direct Salary Costs = \$19,128.92

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 183.22 % = \$35,048.01

3 SUBTOTAL:

Items 1 and 2 = \$54,176.93

4 PROFIT:

10 % of Item 3 Subtotal = \$5,417.55

Subtotal \$59,594.48 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Equipment	116.0 Hours @	\$8.00 / Hour =	\$928.00
b. Vehicle	14.0 Days @	\$70.00 / Day =	\$980.00
c. Meals	14.0 Days @	\$55.00 / Day =	\$770.00
d. Motel	14.0 Nights @	\$94.00 / Night =	\$1,316.00
e. Hard Drives	3.0 Units @	\$125.00 / Unit =	\$375.00

Total Out-of-Pocket Expenses = \$4,369.00 Not to Exceed

6 SUBCONTRACT COSTS:

Imagery Acquisition Firm	=	\$6,682.00
n/a	=	\$0.00
n/a	=	\$0.00

= \$6,682.00 Not to Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$70,645.48



OMAR K. BRADLEY (MBY)
MOBERLY, MO

April 8, 2019

AERONAUTICAL SURVEY SERVICES

Classification: Gross Hourly Rate:	Project Director \$193.42	Project Manager \$125.03	Project Surveyor \$97.02	Photogrammetrist \$108.76	Sr. Photogrammetrist \$54.83	Jr. Photogrammetrist \$54.83	Survey Crew Chief \$82.44	Survey Technician \$66.02	Draftsman \$79.38	Administrative \$64.52	Other Costs
A. BASIC SERVICES											
1. Preliminary Phase: Total = \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	(1,2,3,4) \$0.00
2. Design Phase: Total = \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	(1,2,3,4) \$0.00
3. Building Phase: Total = \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	(1,2,3,4) \$0.00
PART A SUBTOTAL = \$0.00											
B. SPECIAL SERVICES											
1. AGIS Design Approach Survey: Total = \$47,299.90	# of hrs. \$398.84	# of hrs. \$2,268.54	# of hrs. \$2,522.52	# of hrs. \$3,450.32	# of hrs. \$3,393.20	# of hrs. \$12,853.56	# of hrs. \$3,957.12	# of hrs. \$3,183.96	# of hrs. \$4,127.76	# of hrs. \$259.08	(1,2,3,4) \$11,051.00
2. Update ALP Base Mapping: Total = \$19,251.20	# of hrs. \$398.84	# of hrs. \$1,512.36	# of hrs. \$1,358.28	# of hrs. \$3,045.28	# of hrs. \$1,696.60	# of hrs. \$5,481.00	# of hrs. \$824.40	# of hrs. \$660.20	# of hrs. \$3,179.20	# of hrs. \$129.04	(1,2,3,4) \$0.00
3. AGIS As-Built Survey: Total = \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	(1,2,3,4) \$0.00
4. FAR Part 77 Obstruction Analysis: Total = \$4,594.38	# of hrs. \$199.42	# of hrs. \$504.12	# of hrs. \$398.08	# of hrs. \$217.32	# of hrs. \$339.32	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$2,381.40	# of hrs. \$64.52	(1,2,3,4) \$0.00
5. Geosynthetic: Total = \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	# of hrs. \$0.00	(1,2,3,4) \$0.00
PART B SUBTOTAL = \$70,645.48											
GRAND TOTAL = \$70,645.48											

(1) Mileage, Meals and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Other (Identify)

Overhead Rate	Employee Classification	Project Director	Project Manager	Project Surveyor	Photogrammetrist	Sr. Photogrammetrist	Jr. Photogrammetrist	Survey Crew Chief	Survey Technician	Draftsman	Administrative
Hourly Rate		\$193.42	\$125.03	\$97.02	\$108.76	\$54.83	\$54.83	\$82.44	\$66.02	\$79.38	\$64.52
Total Hours		5	34	44	62	64	256	58	58	122	7
Per Classification											



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

April 2, 2019

Matt Jacobs, PE
Vice President, Aviation
LOCHNER
16105 W. 113st suite 107
Lenexa, KS 66219

RE: Fee and Scope for Moberly, Mo. Airport Exhibit "A"

Dear Matt,

Thank you for the request for surveying services. We understand this would be to complete the update on the Exhibit "A" at Omar N. Bradley Airport MBY in Moberly, MO. We also understand that the existing Exhibit "A" drawing and other information as needed will be available from the Airport/FAA. We have the following scope for these services:

SCOPE:

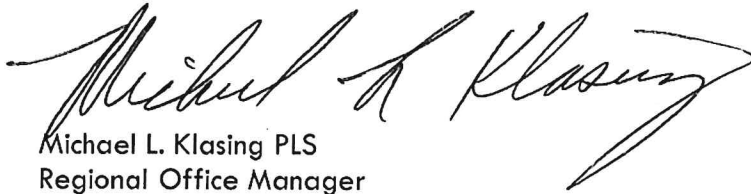
The Consultant will update the airport's Exhibit 'A' Property Map in accordance with FAA ARP SOP 3.00, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps, Appendix B. Exhibit 'A' Review Checklist. Project tasks include the following:

- 1. Survey boundary of each parcel of land comprising the airport.*
- 2. Prepare exhibit with property description and parcel information for each parcel as outlined in Appendix B of FAA ARP SOP 3.00.*
- 3. Indicate location of Runway Protection Zones (RPZ), runways, Runway Safety Areas/Object Free Areas (RSA/OFA), taxiways, other airport design surfaces, and road and/or railroad rights-of-way.*
- 4. File reference report for each section corner identified as part of the field survey.*
- 5. Obtain Title Report for each parcel of property owned by the Sponsor.*
- 6. Project deliverables shall include the following:*
 - One (1) CD-ROM containing electronic files (pdf and ACAD) of the updated property map.*
 - Three (3) 34" x 22" signed and sealed hardcopies of the updated property map.*

FEE:

Our fee would be as shown on the attached spreadsheet and totals \$26,070.57 Lump Sum and \$4,846 NTE for a total of \$30,916.57 On behalf of TREKK, I appreciate the opportunity to work with you on this project. Please review and let me know of any comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Klasing". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Michael L. Klasing PLS
Regional Office Manager
TREKK Design Group, LLC

**DERIVATION OF SUBCONSULTANT PROJECT COST
FOR SURVEYING SERVICES**

UPDATE EXHIBIT 'A' PROPERTY MAP

OMAR N. BRADLEY AIRPORT (MBY)

[4-2-2019]

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	6	\$40.51	\$ 243
Project Surveyor	55	\$40.51	\$ 2,228
Survey Crew	68	\$51.89	\$ 3,529
Survey Technician	50	\$30.37	\$ 1,519
Drafter	40	\$30.37	\$ 1,215

Total Direct Salary Costs= \$ 8,732.93

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 161.87% = \$ 14,135.99

3. SUBTOTAL

Items 1 and 2 \$ 22,868.92

4. PROFIT

_14% of Item 3 Subtotal = \$ 3,201.65

Subtotal of Items 3 and 4 = \$ 26,070.57 Lump
Sum
Fee

5. OUT-OF-POCKET EXPENSES

a. Mileage	700	miles @\$0.58/mile = \$	406.00
b. Meals	8	days @ \$55.00/day = \$	440.00
c. Motel	0	days @ \$94.00/day = \$	-
d. title work 10 X 400		= \$	4,000.00

Total Out-of-Pocket Expenses = \$ 4,846.00 Not-To-
Exceed

6. SUBCONTRACT COSTS

a. None \$ -

7. MAXIMUM TOTAL FEE

Items 4, 5 and 6 \$ 30,916.57 Not-To-
Exceed

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

January 24, 2018

Ms. Kimberly Robinett
TREKK Design Group, LLC
1411 E. 1045th Street, Suite 105
Kansas City, MO 64131

Dear Ms. Robinett:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. TREKK Design Group, LLC will be added to the Approved Consultant Pre-qualification List. To view this list, go to www.modot.gov scroll down the page to Consultant Services under the More Links – select Consultant Pre-qualification Requirements – select Approved Consultant Pre-qualification List.

The rate(s) shown in the following table represent the rate(s) as presented in the financial pre-qualification documents for the year ended December 31, 2016. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate

161.87%

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,



Kelly R. Niekamp
Audit Manager
Audits and Investigations

cc: Mary Ann Jacobs-de

City of Moberly

City Council Agenda Summary

Agenda Number: 6

Department: Comm. Dev.

Date: June 17, 2019

Agenda Item: An Ordinance Approving And Accepting The Final Plat For Cobblestone Creek Subdivision, Plat No. 2.

Summary: The Planning & Zoning Commission recommended approval for the request of the final plat permit at the meeting on May 28, 2019. Attached is the application submitted by Crockett Engineering, a copy of the staff report, a copy of the map and a copy of the final plat permit.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

**AN ORDINANCE APPROVING AND ACCEPTING THE FINAL PLAT FOR
COBBLESTONE CREEK SUBDIVISION, PLAT NO. 2.**

WHEREAS, a final plat for Cobblestone Creek Subdivision, Plat No. 2 has been filed with the Community Development Director reviewed by the Planning and Zoning Commission; and

WHEREAS, the City Planning and Zoning Commission took action on the final plat on May 28, 2019 and recommends approval of the plat; and

WHEREAS, the City Council has reviewed the final plat and the Planning and Zoning Commission's recommendation and finds that the final plat meets the requirements of the city code, that the construction documents have been approved by city staff and that the final plat is in substantial compliance with the approved preliminary plat.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
MOBERLY, MISSOURI TO WIT:**

SECTION ONE: That the Cobblestone Creek Subdivision Plat No. 2, Final Plat is hereby approved.

SECTION TWO: That the City hereby accepts all dedications of right-of-way, easements and other property within said final plat.

SECTION THREE: That the Mayor and City Clerk are hereby authorized to execute the final plat and the applicant/sub-divider shall record the final plat with the Randolph County Recorder of Deeds.

SECTION FOUR: This ordinance shall take immediate effect upon passage by the city council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of June, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 1*

Meeting: *May 28, 2019*

Public Hearing to consider:

Public Hearing for an application submitted by Crockett Engineering Consultants.

COMMENTS:

The applicant is proposing a Final Plat for a property located in the R-2 District as required by Section 38-71 of The Code of the City of Moberly Missouri.

The property is located: 1001 Sinnock Ave in Lot 2 of Carl Haynes Survey.

The site contains approximately 8.98 acres and is developed as 20 residential lots each exceeding the minimum lot size of 6,500 sq ft for an R-2 development. The plat meets the specifications for the City of Moberly according to the subdivision guidelines.

Submitted by Aaron Decker



1000 W Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(573) 447-0292

May 20, 2019

Rick Ridgway
City of Moberly
101 West Reed Street
Moberly, MO 65270

Rick Ridgway,

I am writing you on behalf of our client Sanders Construction LLC, that you and your staff will proceed with the re-distribution and review of the attached Cobblestone Creek Subdivision, Plat 2, Final Plat following our first submittal.

To follow up from our phone conversation and to address you two comments on the Final Plat see my following responses. We have revised the language of the plat to include Lot 500 of Plat 1 and the Re-Plat of Lot 2. Secondly, in regards to the utility easement. We looked into adding it at the rear of the yards, however, due to access to that easement, lot lengths, and proximity to the entire parcel we do not feel we can make this work to best serve the development. If this is how the City would like to address utilities going forward, we can start adding these to the Preliminary Plats in the future.

Thank you for your attention in this matter. If you have any questions or need anything further, please feel free to let me know. We look forward to our Planning and Zoning meeting next Tuesday the 28th.

Sincerely,

Crockett Engineering Consultants, LLC

A handwritten signature in cursive script that reads "Kyle Miller".

Kyle Miller, P.E.
573-447-0292
kmiller@crockettengineering.com

CITY OF MOBERLY, MISSOURI

PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI
FINAL PLAT APPLICATION

Return Form To:

Zoning Administrator

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only

Date Filed: _____

Date of Meeting: _____

Filing Fee: _____

Deposit: _____

APPLICANT INFORMATION:

Name of Subdivision: Cobblestone Creek, Plat 2

Applicant: Crockett Engineering Consultants Phone: 573-447-0292

Address: 1000 W. Nifong Blvd, Building 1, Columbia MO Zip: 65203

Owner: Gary Gross Phone: 660-388-5764

Address: 401 Patterson Ave, Salisbury MO Zip: 65281

Name of Subdivider: Gary Gross

Name of Person who prepared the Plat: Kyle Miller - Crockett Engineering

David Borden - Crockett Engineering

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

Instructions:

The following checklist is to be completed by the applicant and shall accompany the Final Plat when it is submitted to the Zoning Administrator. If the answer to any of the questions is "No", a written explanation must accompany this checklist.

- I. Does the Final Plat show the following information?
- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| A. Name of subdivision (not to duplicate or too closely resemble the name of any existing subdivision). | <u>X</u> | ___ |
| B. Location of section, township, range, county and state, including the description boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. The allowable error of closing on any portion of the plat shall be one foot in five thousand (5,000). | <u>X</u> | ___ |
| C. The location of existing monuments or bench marks shall be shown And described on the final plat. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street lines, including the true angles and distances to such reference points or monuments. | <u>X</u> | ___ |
| D. The location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. | <u>X</u> | ___ |
| E. Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block. | <u>X</u> | ___ |
| F. The exact locations, widths and names of all streets and alleys to be dedicated. | <u>X</u> | ___ |
| G. Boundary lines and description of the boundary lines of any area other than streets and alleys which are to be dedicated or reserved for public use. | <u>X</u> | ___ |

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

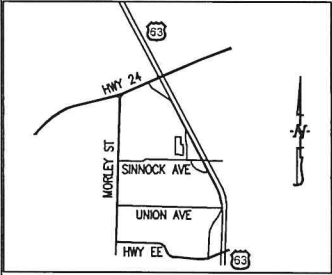
	<u>Yes</u>	<u>No</u>
H. Building setback lines on the front and side streets with dimensions.	<u>X</u>	—
I. Name, signature and seal of the licensed land surveyor preparing the plat.	<u>X</u>	—
J. Scale of the plat (scale to be shown graphically and in feet per plat scale inch), date of preparation and north point.	<u>X</u>	—
K. Statement dedicating all easements, streets, alleys, and all other public areas not previously dedicated. See sample final plat for terminology.	<u>X</u>	—
2. Was the original on mylar, tracing cloth, or similar material [REDACTED]	—	—
3. Have all acknowledgments been signed?	—	—
A. Owner or owners and all mortgager.	—	—
B. Dedications or reservations.	—	—
C. Registered surveyor preparing plat.	—	—
D. City Clerk and County Collector.	—	—
4. Title Opinion:		
A. Submitted (Date) _____	—	—
B. Have all owners and mortgager signed plat?	—	—
5. Has certification been submitted stating that all taxes and special assessments due and payable have been paid?	—	—

*Will submit
original/executed
following approval*
↓

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 6. Deed Restrictions: | | |
| A. Are any deed restrictions planned for subdivision? | — | X |
| B. If so, has a copy been submitted? | — | — |
| 7. Are additional comments attached? | — | X |
| 6. How has installation of the following improvement been guaranteed? | | |

	<u>Letter of Credit</u>	<u>Surety Bond</u>	<u>Petition(%)</u>
Streets	<hr/>	<hr/>	<hr/>
Water	<hr/>	<hr/>	<hr/>
Sewer	<hr/>	<hr/>	<hr/>
Other, as required	<hr/>	<hr/>	<hr/>
1. <hr/>	<hr/>	<hr/>	<hr/>
2. <hr/>	<hr/>	<hr/>	<hr/>
3. <hr/>	<hr/>	<hr/>	<hr/>



LOCATION MAP
NOT TO SCALE

FINAL PLAT COBBLESTONE CREEK SUBDIVISION, PLAT No. 2

A PLAT OF PART OF LOT 2, CARL HAYNES SURVEY AND A REPLAT OF 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1 LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI
MAY 17, 2019

CERTIFICATION

I HEREBY CERTIFY THAT IN AUGUST OF 2018, I COMPLETED A SURVEY AND SUBDIVISION FOR GARY GROSS IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING PART OF LOT 2 AS SHOWN BY SURVEY RECORDED IN BOOK B, PAGE 57 AND LOT 500, COBBLESTONE CREEK SUBDIVISION PLAT 1 RECORDED IN BOOK 360A, PAGE 1 & 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1 AND WITH THE WEST LINE OF SAID SURVEY, N 118°20' E, 1007.98 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WITH SAID NORTH LINE, S 88°17'30" E, 290.81 FEET; THENCE LEAVING SAID NORTH LINE, S 117°35' W, 426.74 FEET; THENCE S 84°46'00" E, 165.87 FEET TO THE EAST LINE OF LOT 1 OF SAID SURVEY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 500 (COMMON AREA); THENCE WITH SAID EAST LINE, S 117°05' W, 595.02 FEET TO THE SOUTHEAST CORNER OF LOT 500 (COMMON AREA); THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID LOT 500 (COMMON AREA), N 88°40'05" W, 165.56 FEET; THENCE LEAVING SAID SOUTH LINE AND WITH EAST LINE OF LOT 8 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1, N 117°35' E, 22.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID LOT 8, N 88°38'45" W, 105.06 FEET TO THE EAST RIGHT OF WAY LINE FOR STONEBRIDGE LANE; THENCE LEAVING SAID NORTH LINE AND WITH SAID EAST RIGHT OF WAY LINE, 30.00 FEET ALONG A 1030.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 2°00'10" E, 30.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, N 88°38'45" W, 60.00 FEET TO THE WEST RIGHT OF WAY LINE FOR STONEBRIDGE LANE; THENCE WITH SAID WEST RIGHT OF WAY LINE, 26.00 FEET ALONG A 970.13-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 1°55'30" W, 26.00 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID COBBLESTONE CREEK SUBDIVISION PLAT 1; THENCE LEAVING SAID WEST RIGHT OF WAY LINE AND WITH THE NORTH LINE OF SAID LOT 4, N 88°38'45" W, 126.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.98 ACRES.

I FURTHER CERTIFY THAT I SURVEYED THE ABOVE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THE PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:

CROCKETT ENGINEERING CONSULTANTS, LLC
1000 W. NIFONG BLVD. BUILDING 1
COLUMBIA, MO 65203

CORPORATE NUMBER: 2000151304

DAVID W. BORDEN, PLS-2002000244

DATE

STATE OF MISSOURI } SS
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS _____ DAY OF _____ 2019.

KENNETH FARRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 22, 2022
COMMISSION NUMBER 14965667



KNOW ALL MEN BY THESE PRESENTS:

THAT GARY G. GROSS IS THE SOLE OWNER OF THE HEREON DESCRIBED TRACT AND THAT THEY HAVE CAUSED SAID TRACT TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN ON THE ABOVE DRAWING. THE STREET RIGHT-OF-WAY SHOWN BY THE ABOVE DRAWING IS HEREBY DEDICATED TO THE CITY OF MOBERLY FOR THE PUBLIC USE FOREVER. THE EASEMENTS AS SHOWN, ARE HEREBY DEDICATED TO THE CITY OF MOBERLY FOR THE PUBLIC USE FOREVER. THE ABOVE DRAWING AND DESCRIPTION SHALL HEREAFTER BE KNOWN AS "COBBLESTONE CREEK SUBDIVISION, PLAT NO. 2"

IN WITNESS WHEREOF, GARY G. GROSS HAS CAUSED THESE PRESENTS TO BE SIGNED.

GARY G. GROSS

GARY G. GROSS, OWNER

STATE OF MISSOURI } SS
COUNTY OF BOONE }

ON THIS _____ DAY OF _____ 2019 BEFORE ME PERSONALLY APPEARED GARY G. GROSS, TO ME KNOWN, WHO BY ME DULY SWORN, DID ACKNOWLEDGE THIS INSTRUMENT TO BE HIS FREE ACT.

STATE OF MISSOURI } SS
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS _____ DAY OF _____ 2019.

KENNETH FARRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 22, 2022
COMMISSION NUMBER 14965667



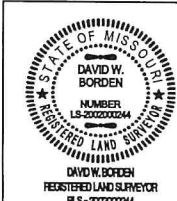
- NOTES:
- THIS TRACT IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AS SHOWN BY RANDOLPH COUNTY FLOOD PLAIN MAPS. PANEL NO. 29082601008, DATED: APRIL 1, 2010.
 - THIS SURVEY CONFORMS TO THE ACCURACY STANDARDS FOR URBAN PROPERTY AS DEFINED BY CODE OF STATE REGULATIONS 2 CSR 90-60.040(2).
 - A CURRENT TITLE COMMITMENT WAS NOT PROVIDED FOR THIS SURVEY
 - ALL MONUMENTS WILL BE SET AFTER CONSTRUCTION IS COMPLETE OR WITHIN 12 MONTHS WHICHEVER OCCURS FIRST.

CURVE TABLE				
CURVE	L	R	CH BEARING	CH DIST
1	42.46'	180.00'	N 3°52'25" W	42.36'
2	156.71'	500.00'	N 1°39'05" W	156.07'
3	105.29'	1000.00'	N 4°18'40" E	105.24'
4	16.65'	10.00'	S 41°58'50" W	14.79'
5	17.05'	20.00'	S 65°53'35" W	16.54'
6	17.05'	20.00'	S 65°14'50" W	16.54'
7	16.51'	10.00'	N 43°02'05" W	14.70'
8	7.89'	20.00'	N 10°00'40" W	7.84'
9	21.94'	20.00'	N 36°45'05" E	20.85'

APPROVED BY THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION THIS _____

DAY OF _____, 2019.

CHAIRPERSON



COBBLESTONE CREEK SUBDIVISION, PLAT NO. 2

A PLAT OF PART OF LOT 2, CARL HAYNES SURVEY AND A REPLAT OF 500, COBBLESTONE CREEK SUBDIVISION, PLAT 1 LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 54 NORTH, RANGE 13 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI

CORPORATE NUMBER: 2000000004

DATE: 5/7/2019

PROJECT: 170479

SCALE: 1" = 60'

DRAWN BY: DWB

CROCKETT ENGINEERING CONSULTANTS

1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0992

www.crockettengineering.com

City of Moberly

City Council Agenda Summary

Agenda Number: 7
 Department: City Manager
 Date: 06-17-2019

Agenda Item: An Ordinance Containing Findings; Approving A Certain Cooperative Agreement; Approving And Accepting An Assignment; Appropriating Funds; And Providing Further Authority

Summary: As part of the Revitalization Plan for Downtown Moberly, the Downtown Moberly Community Improvement District (the "District") wishes to purchase and make available to potential downtown developers the building and real property known and numbered as 220 West Reed (the "Property"). The Property has been identified in the District's Strategic Plan and by interested developers as essential to any large-scale downtown redevelopment. Accordingly, the District has entered into a purchase agreement with Eldon Smith, the current owner, to purchase the Property. The purchase agreement also requires Mr. Smith: (i) to pay all outstanding delinquent property taxes plus interest and penalties on all of Mr. Smith's downtown properties (currently estimated at a total \$19,120.54); and (ii) to repair and remediate code violations at various Smith properties within the downtown. Amounts will be held back from the sale proceeds for the Property and escrowed until the repairs are satisfactorily completed.

The District is seeking the cooperation of the City of Moberly to accomplish the foregoing: (i) by advancing certain funds necessary for the purchase, which funds will be reimbursed to the City either (a) upon sale of the Property to interested developers; or (b) in the event the Property is not transferred to a developer within 3 years from the date of the purchase, from available District funds with 3.0% interest until the balance of the purchase price is repaid; and (ii) by accepting an assignment of the purchase contract from the District under which the Property will be titled in the name of the City, thus reducing or eliminating additional insurance costs. During the entire period the City holds title to the Property, the City will receive all associated rental income in addition to the reimbursement of the advanced purchase price.

The attached Cooperation Agreement and Approving Ordinance incorporates and authorizes the foregoing actions.

Recommended

Action: Approve this Ordinance

Fund Name: N/A

Account

Number: N/A

Available

Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call		Aye	Nay
Mayor			
M <input type="checkbox"/>	S <input type="checkbox"/> Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
Council Member			
M <input type="checkbox"/>	S <input type="checkbox"/> Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
M <input type="checkbox"/>	S <input type="checkbox"/> Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
M <input type="checkbox"/>	S <input type="checkbox"/> Davis	<input type="checkbox"/>	<input type="checkbox"/>
M <input type="checkbox"/>	S <input type="checkbox"/> Kyser	<input type="checkbox"/>	<input type="checkbox"/>
		Passed	Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE CONTAINING FINDINGS; APPROVING A CERTAIN COOPERATIVE AGREEMENT; APPROVING AND ACCEPTING AN ASSIGNMENT; APPROPRIATING FUNDS; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision; and.

WHEREAS, among other powers, the City under section 77.140 of the Revised Statutes of Missouri, as amended, enjoys the authority to purchase and erect market houses and to purchase or rent any and all other necessary buildings for the City and under section 329.012 of the Revised Statutes of Missouri, as amended, may spend its funds to promote commercial and industrial development; and

WHEREAS, the Board of Directors of the Downtown Moberly Community Improvement District (the “**District**”) has found and determined that the acquisition and disposal of a certain parcel of improved real property located at 20 West Reed Street (the “**Property**”) within the boundaries of the District will contribute to the alleviation of blighted conditions extant in the District; and

WHEREAS, the Council of the City of Moberly (the “**Council**”) wishes to cooperate with the District in the acquisition and making available for redevelopment the aforesaid property by and through a certain Cooperation Agreement, attached as Exhibit A to and incorporated by reference in this Resolution (the “**Cooperation Agreement**”) and wishes to

accept the assignment of the District's right title and interest in and to certain Commercial and Industrial Sale Contract and to provide funds for the purchase thereof; and

WHEREAS, the Council hereby finds and determines that the undertakings set forth in the Cooperation Agreement will serve a public purpose and that the rights and obligations imposed thereunder are within the scope of the powers and authority of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

SECTION 1. The findings and conclusions set forth in the recitals to this Ordinance are hereby incorporated in this Ordinance as if set forth in full at this place. The Council further finds and determines that the undertakings set forth in the Cooperation Agreement and in this Ordinance are each in furtherance of the health, safety and welfare of the citizens of the City.

SECTION 2. The Cooperation Agreement in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized and directed to execute and deliver the Cooperation Agreement on behalf of the City.

SECTION 3. The assignment of the District's right, title, and interest to that certain Commercial and Industrial Sale Contract dated as of May 20, 2019 by and between the District and Eldon R. Smith, Jr., a copy of which is attached as Exhibit B to and incorporated by reference in this Agreement (the "**Purchase Agreement**"), subject to the terms of the Cooperation Agreement is hereby accepted and approved.

SECTION 4. An appropriation from lawfully available funds in the amount of the balance of the "Purchase Price" (as that term is defined and used in the Purchase Agreement) to be used for the acquisition by the City of the Property in accordance with the Cooperation Agreement is hereby authorized and approved.

SECTION 5. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Cooperation Agreement and the Purchase Agreement.

SECTION 6. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 7. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this ____ day of _____, 2019.

Presiding Officer at Meeting

ATTEST:

Diane Kay Galloway, CMC/MRCC, City Clerk

Exhibit A

(without Exhibit thereto;

Exhibit B to this Resolution constitutes Exhibit A to the below Cooperation Agreement)

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2019, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”) and THE CITY OF MOBERLY, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

B. Among other powers, the City under section 77.140 of the Revised Statutes of Missouri, as amended, enjoys the authority to purchase and erect market houses and to purchase or rent any and all other necessary buildings for the City and under section 329.012 of the Revised Statutes of Missouri, as amended, may spend its funds to promote commercial and industrial development; among other powers the District under section 67.1461.1 of the Revised Statutes of Missouri, as amended, enjoys the authority to acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property within its boundaries, personal property, or any interest in such property and to support business activity and economic development in the District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses.

C. Pursuant to the foregoing powers, the District has entered into a certain Commercial and Industrial Sales Contract dated as of May 20, 2019, a copy of which is attached as Exhibit A to and incorporated by reference in this Agreement (the “**Purchase Agreement**”) by and thorough which the District agrees to purchase certain real improved property within the District known and numbered as 220 West Reed Street (the “**Property**”) for the purpose of making the Property available for development in accordance with the Downtown Revitalization Master Plan (the “**Revitalization Plan**”) adopted by the Board of Directors of the District (the “**Board of Directors**”) in Resolution 2019-05 and the Council of the City (the “**City Council**”) wishes to cooperate with and assist the District in the acquisition and development of the Property for the aforesaid purposes, all in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Purchase Agreement; Appropriation of Purchase Price; Holding and Disposition of Property. The District hereby assigns to the City and the City hereby accepts the assignment from the District of all of the District's right, title and interest in the Purchase Agreement with the effect that the City shall stand in the place of and satisfy the obligations imposed on the District under the terms and conditions of the Purchase Agreement, including, without limitation, the right to enforce in the City's own name or in the name of the District any and all of the terms of the Purchase Agreement. The City Council hereby appropriates from lawfully available funds and shall make available and pay at closing on the sale of the Property (the "**Closing**") the balance of the "**Purchase Price**" (as that term is defined and used in the Purchase Agreement) (the "**Purchase Price**"). At Closing, the District shall pay on the City's behalf the cost of an owner's policy of title insurance in the name of the City and in the amount of the Purchase Price together with all other customary charges and fees imposed by the title insurance company conducting the Closing. Upon and after Closing, the City shall obtain fee simple title to and continue to hold and lawfully operate the Property, subject to the rights of the District set forth in Section 2 of this Agreement and at all times the City holds the Property, the City shall be entitled to all of the rentals and other income accruing therefrom. At all times during such period, the City shall maintain the Property in good repair and order, subject to reasonable wear and tear, and shall provide and maintain casualty and personal injury insurance coverages for the Property in customary amounts; *provided that*, to the extent commercially available, such insurance coverages may be provided under the City's existing blanket insurance coverages.

2. District Representations; District's Rights and Obligations. The District hereby represents and warrants to the City that the purpose of the acquisition of the Property is the furtherance of the goals and objectives of the Revitalization Plan and the making of the Property available for development by one or more third party end users. Accordingly, the District shall retain the exclusive right to purchase the Property from the City upon payment in full of the Purchase Price or to assign such right to one or more third party end users for purposes consistent with the Revitalization Plan. The foregoing right of the District to purchase the Property as set forth in this Section 2 shall be exercised, if at all, in a writing delivered to the City not later than three (3) years from the date of the Closing. In the event the District fails for any reason to exercise its right to purchase the Property within the aforesaid three year period, the City may operate, use or dispose of the Property at such time and at any time thereafter and the District shall in any event pay to the City from legally available funds annually appropriated by the Board of Directors for that purpose the full Purchase Price. The obligation to pay the Purchase Price in full to the City shall be an ongoing outstanding obligation of the District which obligation shall be subject to simple interest at the annual rate of 3.0% accrued on the unpaid balance thereof from the date of expiration of the aforesaid three year period.

3. **Mutual Cooperation.** Each party to this Agreement hereby further agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other party to perform its obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

4. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City: City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attention: City Manager

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair

With a copy to: Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attention: Thomas A. Cunningham, Esq.

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

5. **Term of Agreement; Assignment.** This Agreement shall terminate upon the payment in full of the Purchase Price to the City, together with such interest as may have accrued as provided in Section 2 of this Agreement. Other than the assignment by the District of the right to purchase the Property in accordance with Section 2 of this Agreement, this Agreement shall not be assignable by any party without prior written consent of each of the other party.

6. **No Personal Liability.** No present or future official, agent, employee, or representative of the City or of the District shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

7. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City or the District of that party's sovereign immunity.

8. **No Third Party Beneficiaries.** Other than a third party end user as set forth in Section 2 of this Agreement, this Agreement is not intended to and shall not create any rights enforceable by any third party beneficiary.

9. **Entire Agreement; Amendment; No Waiver by Prior Actions.** The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

10. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

11. **Binding Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the City, the District, and their respective successors and permitted assigns.

12. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

13. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties hereto each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

14. **Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This

Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D. K. Galloway, CMC/MRCC, City Clerk

Exhibit B



Commercial and Industrial Sale Contract

This Contract has legal and/or tax consequences. If you do not understand it, consult your attorney

This Commercial and Industrial Sale Contract ("Contract") is made by and between:

The Downtown Moberly

Community Improvement District ("Buyer") and the undersigned "Seller."

1. PROPERTY. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as:

220 W. Reed Street

Moberly

MO

65270

Randolph

Street/City Address

City

Zip Code

County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property."

2. INCLUSIONS AND EXCLUSIONS. *Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale.* The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal property.

To avoid misunderstanding, list below, (as "Included" or "Excluded") any items which may be subject to question:

Included (e.g., offsite items of equipment or machinery, other tangible or intangible personal property or proprietary information, such as business name or software): _____

Excluded (e.g., any items which are reserved, leased or otherwise not owned by Seller): _____

The Property shall be subject to the Permitted Exceptions (defined in §6 below), specifically including the following existing leases or tenancies (subject to Buyer's review and approval rights per §7 below): _____

3. PURCHASE PRICE.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 138,000.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are: \$ 0.00

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 5,000.00

☐ has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

☒ is to be provided by Buyer to the Escrow Agent identified below.

All Earnest Money shall be deposited (unless otherwise specified), no later than ten (10) banking days after the Effective Date, into an escrow account maintained by (Title Company identified at §6 unless otherwise specified):

Town and Country Abstract ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the Earnest Money. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company unless otherwise specified) Town and Country Abstract ("Closing Agent") at

Moberly, MO on June 22nd, 2019 (the "Closing Date").

Specify Location

Month

Day

Year

Possession and all keys will be delivered to Buyer at Closing. *Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., COM-3000 or 3010 (Commercial Lease Single or Multi-Tenant); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).*

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

(Note: If the Property is to remain tenant occupied, please complete and attach an appropriate rider).

57 **5. FINANCING/APPRaisal.** (Check all applicable boxes)

58 *Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and*
59 *underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property*
60 *appraising at the Purchase Price, Buyer should check box A and complete the following.*

61 ☒ **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
62 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
63 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
64 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
65 of the appraisal) to Seller no later than 20 days (25 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal Notice*
66 *(Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be
67 deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within 3 days (5 if
68 none stated) after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this Contract shall
69 automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering
70 Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C) may be used for this purpose.*
71 If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

72 ☐ **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

73 ☐ **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

74 ☒ **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
75 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
76 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender,
77 to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**")
78 which is 25 days (30 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
79 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
80 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
81 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
82 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing
83 Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's
84 inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer
85 (subject to §8).

86 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____.

87 Initial interest rate not to exceed: _____ %. Amortization term _____ years.

88 Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

89 Other terms (N/A if blank): _____

90 *Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have*
91 *available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually*
92 *fund.*

93 **6. TITLE AND SURVEY.** *Note~ Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see*
94 *§10). Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless*
95 *otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.*

96 Within 10 days (10 if none stated) after the Effective Date (check applicable box below):

97 ☒ **A.** Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title
98 insurance in the amount of the Purchase Price (the "**Owner's Policy**"), both at Seller's cost.

99 ☐ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

100 ☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

101 ☐ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

102 The Title Commitment and Owner's Policy shall be issued by _____ Town and Country Abstract _____ (the "**Title**
103 **Company**"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("**Survey**") to confirm its legal
104 description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse
105 matters that may be disclosed. *Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their*
106 *survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used*
107 *to indicate the type of survey or service Buyer selects and the company to perform the same*

108 Buyer has 5 days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7) all
109 use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the
110 "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein
111 and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has N/A days (20 if none is stated)
112 after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any
113 Objections to Seller. *Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.*

114 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
115 Objections. Seller has _____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior
116 to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within
117 _____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept

title without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS. Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written inspection reports ("Reports"), from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:

* environmental hazards;	137	well, sewer, septic and waste	143	systems and equipment,
* mold;	138	water treatment systems;	144	including appliances;
* termite and wood destroying	139	* roof and other	145	* heating and air conditioning
insect infestation/damage;	140	structural improvements;	146	systems and equipment; and
* flues and gas lines;	141	* leaks and exterior drainage;	147	* soil condition reports;
* plumbing, including water	142	* electrical and mechanical		

and/or copies of records retained by Seller ("Records"), as are necessary and appropriate for the use and occupancy of the Property, or reflecting the income or expenses of the Property (if any), including but not limited to:

* plans and drawings;	157	* books;	164	* financial records;
* specifications;	158	* computer records;	165	* permits;
* square footage;	159	* reports;	166	* licenses;
* insurance reports;	160	* leases and other occupancy	167	* approvals;
* soil condition reports;	161	agreements;	168	* flood plain data;
* engineering reports;	162	* contracts;	169	* zoning regulations;
* environmental reports;	163	* rent rolls;	170	* general taxes;

and/or documents from or for each tenant of the Property (check all that apply):

- ☐ Estoppel Certificate;
- ☐ Subordination, Non-Disturbance and Attornment Agreement (see, e.g., COM-3020);
- ☐ Other (Specify) _____.

Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business hours and upon reasonable advance notice to Seller to access such Records and to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The Records and the results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives shall be kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at the Property. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "Inspection Notice", See COM-2050) within 15 days (30 days if none stated) after the Effective Date (the "Inspection Period"). *Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.* If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have 5 days (7 days if none stated) after Seller's receipt of the Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects or to provide a monetary adjustment at Closing). The parties shall have an additional 3 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer; provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even

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after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.*

All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in the Brokerage Relationship disclosure Section below (collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in this Section shall not be considered to be making the statements contained in such documents.*

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROW ITEMS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signatures on Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Items in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (*if any*) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "Taking"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer; a copy of any written communications to and from the condemning authority and/or insurer (*as the case may be*); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further

liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties, with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

Buyer shall pay for (where applicable):

- (a) hazard insurance premium(s) from and after Closing;
- (b) flood insurance premium if required by lender;
- (c) fees for the Survey or any appraisal ordered by or for Buyer;
- (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located;
- (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses) unless specifically agreed to be paid by Seller;
- (f) building, termite, environmental and any other inspections ordered by Buyer;
- (g) special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
- (h) the value of any propane gas left in any propane tank at the Property (based on current market rate charged by supplier);
- (i) agreed upon repairs;
- (j) applicable municipal occupancy permit fee; and
- (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

- (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- (b) expenses of Buyer's loan agreed to by Seller;
- (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located;
- (d) required municipal, conservation district and fire district inspection fees;
- (e) so-called "one-time" Special Assessments levied before Closing;
- (f) security deposits and prepaid rents and expenses or Income (*as defined below*) collected by or on behalf of Seller (to be credited to Buyer at Closing);
- (g) agreed upon repairs; and
- (h) any commission or other compensation due from Seller to the Broker(s).

The Parties shall prorate and adjust between them at Closing (based on 30 day month), with Seller to pay for day of Closing):

- (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted;
- (b) all other current profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**"), with Income delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing;
- (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- (d) installments of Special Assessments becoming due during the calendar year of Closing;
- (e) subdivision upkeep assessments and monthly association fee;
- (f) interest (if Buyer assumes an existing loan per §5 above); and
- (g) flat rate utility charges (including water, sewer and trash).

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title Fees paid by Seller or any brokerage or transaction fees charged by Buyer's Broker).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that

327 Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange (“Exchange”) pursuant to
328 §1031 of the Internal Revenue Code (the “Code”). Each party agrees to cooperate with the other and its qualified intermediary/
329 third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or
330 affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations
331 of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real
332 property, for purposes of consummating an Exchange at the request of another party (the “Requesting Party”). In addition, no party
333 shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in
334 any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting
335 Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

336 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any Rider(s) or other attachments hereto (*if any*) constitute
337 the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating
338 to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed
339 by all parties.

340 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming
341 a default shall notify the other party in writing of the nature of the default and the party’s election of remedy. The notifying party
342 may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller
343 or Buyer, the other party shall have the following remedies:

344 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by
345 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written Notice to Seller, and agree to
346 release Seller from liability upon Seller’s release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses
347 incurred by Buyer (and which are to be specified in Buyer’s Notice of default) as liquidated damages and as Buyer’s sole remedy
348 (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by
349 Seller’s breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an
350 approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at
351 law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer,
352 shall be returned to Buyer. Buyer’s release of Seller shall not relieve Seller’s liability (*if any*) to the Broker assisting Seller pursuant
353 to any listing or other brokerage service agreement between them.

354 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by
355 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written Notice to Buyer, and retain the Earnest
356 Money as liquidated damages and as Seller’s sole remedy (the parties recognizing it would be extremely difficult, if not impossible,
357 to ascertain the extent of actual damages caused by Buyer’s breach, and that the Earnest Money represents as fair an approximation
358 of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity.
359 If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto
360 shall be as set forth in the listing or other brokerage service agreement entered into between them.

361 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party
362 shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs
363 and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

364 **15. SELLER’S DISCLOSURE STATEMENT.** (*check one*)

365 ☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller’s Disclosure Statement for
366 this Property. The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
367 advised to address any concerns Buyer may have about information in the Seller’s Disclosure Statement by use of conditions to
368 performance under this Contract.

369 ☐ B. Seller agrees to provide Buyer with a Seller’s Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3
370 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written Notice of termination to Seller if this
371 Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver Notice
372 of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

373 ☒ C. No Seller’s Disclosure Statement will be provided by Seller.

374 Seller confirms that the information in the Seller’s Disclosure Statement (*if any*) is (or when delivered will be) accurate, to
375 the best of Seller’s knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to
376 Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to
377 Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller’s Disclosure
378 Statement false or materially misleading.

379 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, Seller has provided a Disclosure of Information of Lead-Based
380 Paint and/or Lead-Based Paint Hazards form.

381 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall
382 have the right to enter and “walk-through” and verify the condition of the Property. A “walk-through” is not for the purpose of
383 conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the
384 Effective Date; and (2) any repairs which are required or agreed upon (*if any*) are completed in a workmanlike manner. Waiver of
385 any inspection does not waive the right to a “walk-through”. Closing does not relieve Seller of any obligation to complete any

386 repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the
387 Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer
388 shall have the right to have the utilities transferred to Buyer within 4 days (4 if none stated) prior to Closing.

389 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all
390 of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice
391 pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
392 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
393 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

394 **19. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of
395 Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine,
396 feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are
397 intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions
398 of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or
399 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to
400 affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect
401 and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that
402 such provision(s) may be referred to in order to determine the intent of the parties.

403 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required
404 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon
405 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
406 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to
407 Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated
408 agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the
409 Notice.

410 **21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)
411 ☐ Government Loan MSC-2011R ☐ Back-Up Contract MSC-2023R ☒ Other Property Maintenance Code Violations
412 ☐ Other _____ ☐ Other _____

413 **22. SPECIAL AGREEMENTS.** (complete only if applicable)
414 Property must close simultaneously with 501 W. Reed Street, Moberly. Seller agrees
415 to pay delinquent taxes of the property (with late penalties, currently estimated
416 at a total \$19,120.54) and on nine properties currently owned by Seller and located
417 within Moberly, known as 309 W. Reed Street; 416 W. Reed Street; 514 W. Reed
418 Street; 516 W. Reed Street; 523 W. Reed Street; 215 N. 4th Street; 535 W. Coates
419 Street; and 117 E. Coates Street. Seller agrees to hold \$10,000 in escrow for
420 repairs per Property Maintenance Code Violations list attached, funds will be
421 released once all repairs are completed.

422 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)
423 _____ N/A _____ (insert name of licensee)
424 is a real estate broker or salesperson, and is (check one or more, as applicable):
425 ☐ a party to this transaction;
426 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or
427 ☐ an immediate family member of ☐ Seller ☐ Buyer. Specify: _____

428 **24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.**
429 (check one, neither or both, as applicable) ☒ Seller ☐ Buyer
430 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
Relationship Section below is (are) the only real estate broker(s) involved in this sale.

431 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

432 **25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm that disclosure of the undersigned licensee(s)
433 brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or
434 transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first
435 contact, or immediately upon the occurrence of any change to their relationship.

436 Licensee assisting Buyer is a: (Check appropriate boxes)
437 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
438 ☐ Seller's Limited Agent (acting on behalf of Seller)
439 ☐ Dual Agent (acting on behalf of both Buyer & Seller)
440 ☒ Transaction Broker Assisting Buyer (not acting on behalf
441 of either Buyer or Seller)
442 ☐ Subagent of Seller (acting on behalf of Seller)
443 ☐ (Also check here if serving as a designated agent)

444 Licensee assisting Seller is a: (Check appropriate boxes)
445 ☐ Seller's Limited Agent (acting on behalf of Seller)
446 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
447 ☐ Dual Agent (acting on behalf of both Seller & Buyer)
448 ☒ Transaction Broker Assisting Seller (not acting on behalf of
449 either Seller or Buyer)
450 ☐ (Also check here if serving as a designated agent)

451 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

452 R.G. Mongler Real Estate 510001804 R.G. Mongler Real Estate 510001804
453 **Broker's Firm Assisting Buyer (and MLS ID No., if required)** **Broker's Firm Assisting Seller (and MLS ID No., if required)**
454 Broker's Firm State License # 1994011945 Broker's Firm State License # 1994011945

455 By (Signature) _____ By (Signature) _____
456 Licensee's Printed Name: Robert G. Mongler Licensee's Printed Name: Robert G. Mongler
457 Licensee's State License # 1994011945 Licensee's State License # 1994011945
458 Date: _____ Date: _____

459 **26. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not
460 responsible for the acts of said Broker(s).

461 **27. SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and
462 after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,
463 local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate
464 data.

465 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
466 Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

467 **29. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is
468 not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and
469 Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism
470 laws.

471 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** *EPS 5-20-19* Buyer's offer to purchase the Property shall automatically expire if
472 Seller has not accepted it by 5:00 P.m. on May 20th 2019 (the "Acceptance Deadline"). This offer may
473 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to
474 Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally
475 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this
476 Contract.

477 **31. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this
478 Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used
479 herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

480 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ~ SIGNATURE PAGE TO FOLLOW**

481

SIGNATURE PAGE TO COMMERCIAL AND INDUSTRIAL SALE CONTRACT

482

483

SELLER ACCEPTS OFFER (Sign Below)

484

485

486

Brian Crane - agent 5-17-19
 BUYER _____ Date _____
 Printed Name: Brian Crane

Eldon R Smith Jr 5-26-19
 SELLER _____ Date and Time _____
 Printed Name: ELDON R SMITH JR 5-26-19

487

488

489

BUYER _____ Date _____
 Printed Name: _____

SELLER _____ Date and Time _____
 Printed Name: _____

490

491

492

493

If signing on behalf of a trust or other legal entity,
 please print its name and your title below:

If signing on behalf of a trust or other legal entity,
 please print its name and your title below:

Downtown Moberly Community Improvement
District

494

SELLER REJECTS OFFER (Initial) _____

495

496

497

SELLER COUNTER-OFFERS (Initial) _____
 Counter Offer form MSC-2040, which amends the terms of
 this offer, is attached and incorporated into this Contract

498

RECEIPT AND ACKNOWLEDGEMENT

499

500

Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

501

By (Signature) _____

502

Licensee's Printed Name: _____ Date: _____

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/18.

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COM-2000

PAGE 9 OF 9

Property Maintenance Code Violations

City of



To: Brian Crane, Tom Sanders

From: Aaron Decker, Code Enforcement Office

Re: Eldon Smith Properties Report

Date: April 5, 2019

The following is a report on the exterior property maintenance for Eldon Smith's properties in the B2-H District. They are being ranked from the most concerning to the least concerning. You will find pictures of the storefront. Evaluation of ranking was based on contribution to downtown revitalization and impact in the district aesthetically. Assuming there will be an agreement on 501 W Reed St, the following are the remaining properties and deficiencies:

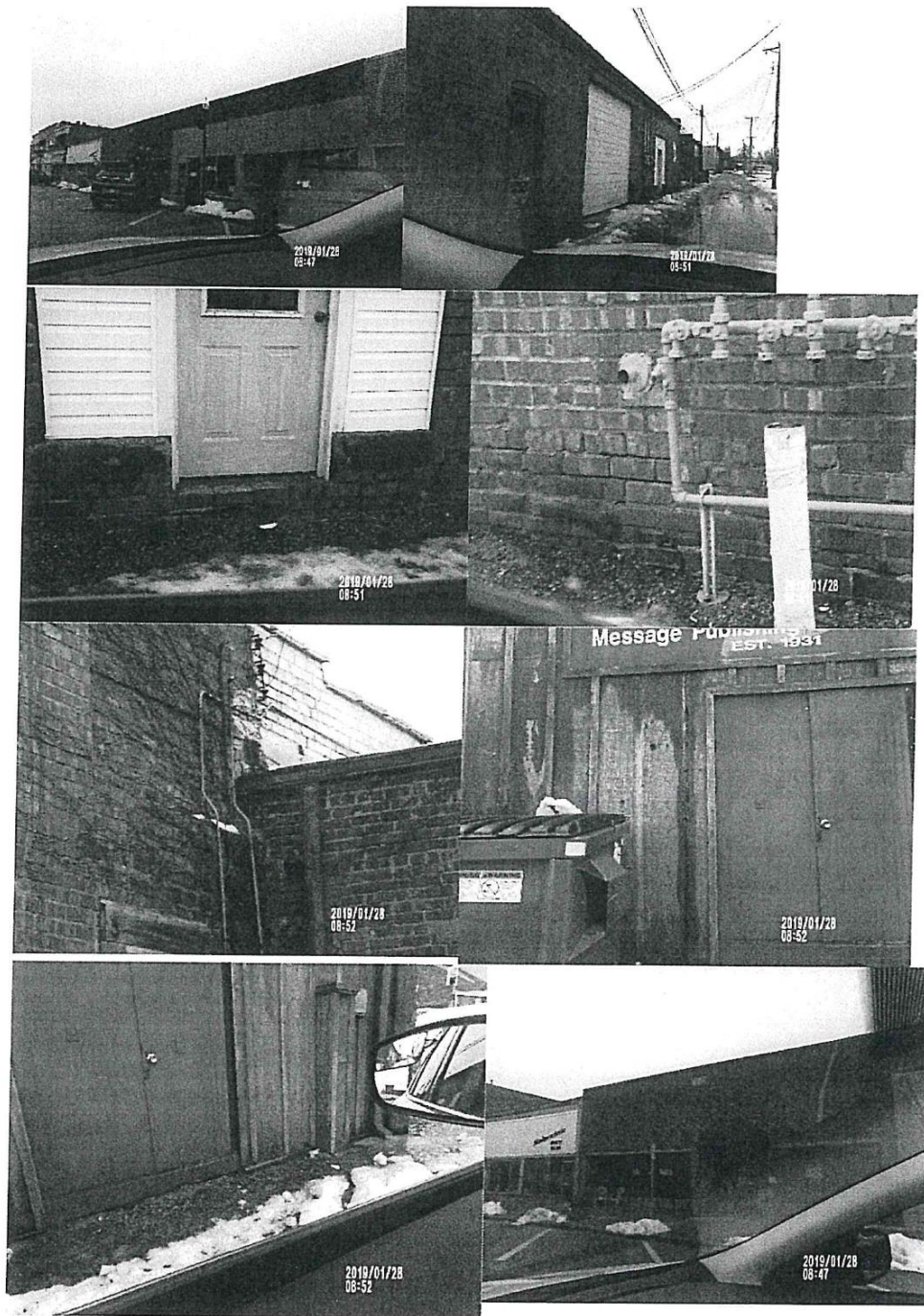
#1 535 W Reed St – This property fronts on Reed street, with visibility from both Reed Street and Coates Street in the rear. There are dwelling units on second story that are limited with emergency escapes due to stairway removals that have not been put back.

- a. Front Façade needs trim repaired on doorway leading upstairs.
- b. Removal of old signage from front façade, may require repairs depending on condition of unexposed portion of façade.
- c. Doorway trim on the main entry is coming loose.
- d. The fascia board under the balcony is coming loose and showing deterioration.
- e. Rear Egress stairs need to be rebuilt and guards/rails installed on the second story doorways.
- f. Guards and rails protecting the lower pit area to the basement needs to be repaired and improved.
- g. The lower pit area to the basement needs cleaned out.
- h. Broken windows in the rear.
- i. Peeling paint on boarded up windows/doors in the rear need to be replaced with brick façade or returned to windows/doors.
- j. Broken and heaving concrete on the ground creating tripping hazards.
- k. Loose brick on the ground and in some locations around building.
- l. Deck and AC Deck are rotten and need repaired.



#2 517 thru 523 W Reed St – This property is located on Reed Street and the façade is turning to blight between two kept up facades. This property has had a review before HPC in August 2018 but nothing was done. The standard timeline for Certificate of Appropriateness has lapsed.

- a. There are loose bricks on the front façade on the east end, doorway at 519, and on the patio on the west end.
- b. The drip cap over 523 W Reed is loose.
- c. The entry door to 519 W Reed has a jagged lip at the threshold.
- d. Chipping/ Peeling paint on front of building
- e. Wooden Lintel above storefront is peeling and deteriorating.
- f. Tuckpointing needed in rear
- g. Rear drain from 517/519 needs a downspout.
- h. The rear window on 523 needs maintenance.
- i. Garage doors and access doors are peeling in rear
- j. Vines growing on brick in rear.



#3 514-516 W Reed St – Front façade is in good shape with minor attention needed. The rear of the building has OSB on alley windows, peeling paint on gutters in rear, and peeling paint around garage trim.

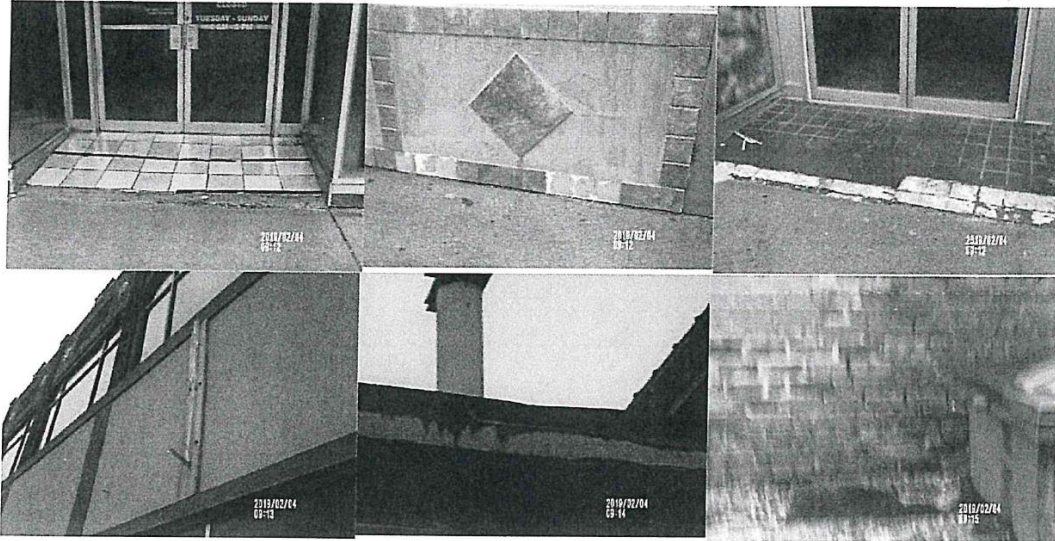
- a. Tuckpointing in spots
- b. 514 window seals need maintained



#4 215 N 4th St – A sign anchor is damaged on the front façade and vacant. The windows are clouded over with window paint. The entry ramps are missing tiles. The front façade is missing tiles. The rear of the building needs some tuck pointing. The rear roof edge is deteriorating.

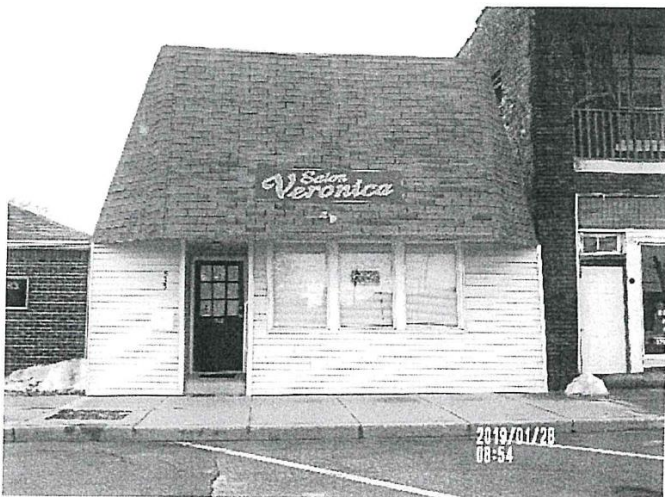


215 N 4th Street Continued



#5 535 W Coates St – Salon Veronica – Has recent occupancy with no exterior property maintenance issues at this time except some loose shingles flapping in the wind.

- a. Clean up spray foam on rear door/window
- b. Wash and clean vinyl in rear
- c. Fasten down ridge cap
- d. Repair trim on east corner
- e. Repaint window trim/peeling paint
- f.



#6 309 W Reed St – Randolph County Helping Hands –

- a. Repair west end of awning
- b. Repair the corner brick
- c. Tuckpointing on lower brick front under windows



City of Moberly

City Council Agenda Summary

Agenda Number: 8
 Department: Public Works
 Date: June 17, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Enter Into Supplemental Agreement No. 4 With Bartlett & West, Inc., For Project STP-4500 (207).

Summary: This is for the part-time construction observation of the Morley Street sidewalk and waterline project. The additional services shall be in an amount not to exceed eight-two thousand, two hundred and seventy-one dollars and thirty-five cents (\$82,271.35) without further authorization. The total contract amounts not to exceed of two hundred forty-six thousand one hundred dollars and ninety-six cents (\$246,100.96). Attachment A outlines the cost breakdown for this Supplement Agreement.

Recommended Action: Approve this ordinance.

Fund Name: Transportation Trust/Morley Street Project

Account Number: 600.167.5408

Available Budget \$: -\$101,880.98 (this negative amount is due to the fact that we have added another section to this project and the design line item had been taken out of the budget)

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 4 WITH BARTLETT & WEST, INC., FOR PROJECT STP-4500 (207).

WHEREAS, the city previously entered into an agreement with Bartlett and West for design and construction inspection of project TAP-4500; and

WHEREAS, the city and Bartlett and West now wish to modify the scope of services of that original agreement to include part-time construction observation and construction administration for the improvements project along Business 63 and Highway 24; and

WHEREAS, these additional services shall be in an amount not to exceed eighty-two thousand, two hundred and seventy-one dollars and thirty-five cents (\$82,271.35).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO WIT:

SECTION ONE. That the Supplemental Agreement No. 4 is hereby approved in all respects.

SECTION TWO. That the City Manager is hereby directed to execute the agreement on behalf of the City.

SECTION THREE. That this ordinance will be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED this 17thth day of June, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

**SUPPLEMENTAL AGREEMENT NO. 4
TO ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated January 8th, 2016 between the City of Moberly and Bartlett & West, Inc. for design and construction inspection of project STP-4500 (207). The purpose of this Supplemental Agreement is to set the timeframe for CE services and to provide additional services as described below:

1. Provide part-time construction observation (24 hours per week for the construction observer including drive time for a maximum of 26 weeks) and construction administration for the improvements project along Business 63 and Highway 24 as described in previous submittals as Business 63 from Coats to Highway 24 on the west side of the road and Highway 24 from Business 63 to the east outer road of Highway 63 on the south side of the road.
2. The final Construction closeout shall be completed by **December 31, 2020**.

Article V, Section A, shall be replaced in its entirety with Section 2 above.

These additional services shall be in an amount not to exceed eighty-two thousand, two hundred and seventy-one dollars and thirty-five cents (\$82,271.35) without further authorization. The total contract amount not to exceed of two hundred forty-six thousand one hundred dollars and ninety-six cents (\$246,100.96). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 4 accepted as defined herein:

OWNER: CITY OF MOBERLY, MO

ENGINEER: BARTLETT & WEST, INC.

BY: _____

BY:  _____
Bob Gilbert

TITLE: _____

TITLE: COO

DATE: _____

DATE: 5/22/2019

ATTEST:

BY: _____

BY:  _____
Austin Johnson

TITLE: _____

TITLE: Project Manager I

DATE: _____

DATE: 5/22/2019

**ENGINEERING FEE ESTIMATE
MOBERLY, RANDOLPH COUNTY, MISSOURI
STP-4500(207) CONSTRUCTION PHASE SERVICES
MORLEY STREET & HWY 24 SIDEWALK IMPROVEMENTS**

TASK 1 - Construction Phase Services

Labor:	A	E-VII	24	@	\$50.00	\$1,200.00	
	B	E-IV	83	@	\$37.00	\$3,071.00	
	C	E-II	30	@	\$30.00	\$900.00	
	D	ET-IV	678	@	\$25.00	\$16,950.00	
	E	S-VI	0	@	\$40.00	\$0.00	
	F	ST-VII	0	@	\$28.00	\$0.00	
	G	A-II	8	@	\$20.00	\$160.00	
Sub-Total Labor							\$22,281.00
Overhead 187.70%							\$41,821.44
Fixed Fee 14.75%							\$9,455.11
Total Labor							\$73,557.55
Expenses							
Printing and Plotting	1	@	\$125.00	lump sum		\$125.00	
Mileage	11,360.00	@	\$0.580	per mile		\$6,588.80	
Subconsultant (testing)	1	@	\$2,000.000	lump sum		\$2,000.00	
Total Expenses							\$8,713.80
TOTAL TASK 1							\$82,271.35

ENGINEERING FEE ESTIMATE								
MOBERLY, RANDOLPH COUNTY, MISSOURI								
STP-4500(207) CONSTRUCTION PHASE SERVICES								
MORLEY STREET & HWY 24 SIDEWALK IMPROVEMENTS								
	A	B	C	D	E	F	G	Total
TASK 1 - Construction Phase Services	E-VII	E-IV	E-II	ET-IV	S-VI	ST-VII	A-II	Hours
Assist the City in obtaining and processing contracts with the contractor.		2	4					6
Conduct preconstruction conference.		6		4				10
Review schedule submitted by contractor.		1						1
Review shop drawings and material certifications.		2	24					26
Review material allowances, sample materials, arrange lab tests as necessary				12				12
Perform partial construction observation, review wage rates, maintain progress diary, measure & document quantities and other records.(assumes 24 hours per week for 26 weeks).	24			624				648
Coordinate with subconsultant for materials testing during construction.		4						4
Prepare and process partial pay estimates (assumes 6).				6				6
Prepare change orders for issuance by Local Agency (total of 2).		8						8
Attend monthly progress meetings with City during the course of construction (assumes 6).		24						24
Conduct phase 1 walkthrough with the County, MoDOT and the contractor at the end of 2019 construction.		6		4				10
Conduct final walkthrough with the County, MoDOT and the contractor.		6		4				10
Conduct project closeout paperwork to be submitted to MoDOT.		8		24				32
No staking or survey are included in this scope of services.								0
No as built data will be included in this scope of services								0
Prepare GIS shapefiles for final waterline location and deliver to City.			2					2
Project administration and invoicing.		16					8	24
Subtotal Task 1	24	83	30	678	0	0	8	823

City of Moberly

City Council Agenda Summary

Agenda Number: 9
Department: Comm. Dev.
Date: June 17, 2019

Agenda Item: An Ordinance Vacating The Alley Between 526 E. Logan Street And 528 E. Logan Street In The City Of Moberly, Missouri.

Summary: Melissa White owns both properties and has requested the alley between the two be vacated. Staff has no objections to vacating the alley with the stipulation that public and private utility easements are retained on tract.

Recommended Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE VACATING THE ALLEY BETWEEN 526 E. LOGAN STREET AND 528 E. LOGAN STREET IN THE CITY OF MOBERLY, MISSOURI.

WHEREAS, a Petition for Vacation of the alley between 526 and 528 E. Logan Street containing notarized signatures of 100% for the property owners adjacent to the alley has been filed; and

WHEREAS, the alley may contain and in the future may contain utilities such as water, sewer, telephone, gas, electric or telecommunications facilities or other utilities; therefore, this alley vacation is subject to a permanent easement in favor of the City of Moberly for utility locations; and

WHEREAS, a public hearing was held by the city council on the Petition for Vacation of the alley.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI TO WIT:

SECTION ONE: Pursuant to Article V of Chapter 36 of the Moberly City Code the alley between 526 E. Logan Street and 528 E. Logan is hereby vacated.

SECTION TWO: Said alley vacation is subject to a permanent utility easement in favor of the City of Moberly.

SECTION THREE: The Moberly City Clerk is hereby directed to record this Ordinance with the Randolph County Recorder of Deeds.

SECTION FOUR: This ordinance shall take immediate effect upon passage by the city council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of June, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

526 East Logan
Moberly, MO 65270
May 2, 2019

Shirley Olney
101 W Reed St
Moberly, MO 65270

Dear Shirley Olney,

I Melissa White and my husband Leslie White are home owners of properties 526 and 528 East Logan, am sending you this letter on behalf of my husband and myself to declare an alley abandoned between 526 and 528 East Logan.

In Feb 1990 we purchased 526 East Logan, at that time we shared driveway with 528 East Logan. Both properties had garages that sat at the end of the shared driveway. In 1992 we perched 528 East Logan. In 2006 we received a letter from the City of Moberly declaring the garage on 528 in need of repairs or removed. A few years later we received a letter stating the same for the garage on 526. Over the years my husband has spoken with Code Enforcements on property lines. He was given aerial view of the properties. We do not recall seeing an alley existing between nor do we recall being told by Code Enforcement.

I'm stating all the events in 29 years that has happened and not once did we know that an alley existed adjacent to either of the properties 526 or 528 East Logan until contacted by the city.

We ask you to declare the alley abandoned. Please contact us at 660-651-6081. We thank you for your time.

Thank You,



Melissa White

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Missouri }
County of Randolph } ss.

On this the 11 day of June, 2019, before
me, Melissa White, the undersigned Notary
Public, personally appeared Melissa White
Name of Notary Public Name(s) of Signer(s)

☒ personally known to me – OR –

☐ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.



Carla Beal

Signature of Notary Public

Carla Beal/Moberly, Mo. Randolph County
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

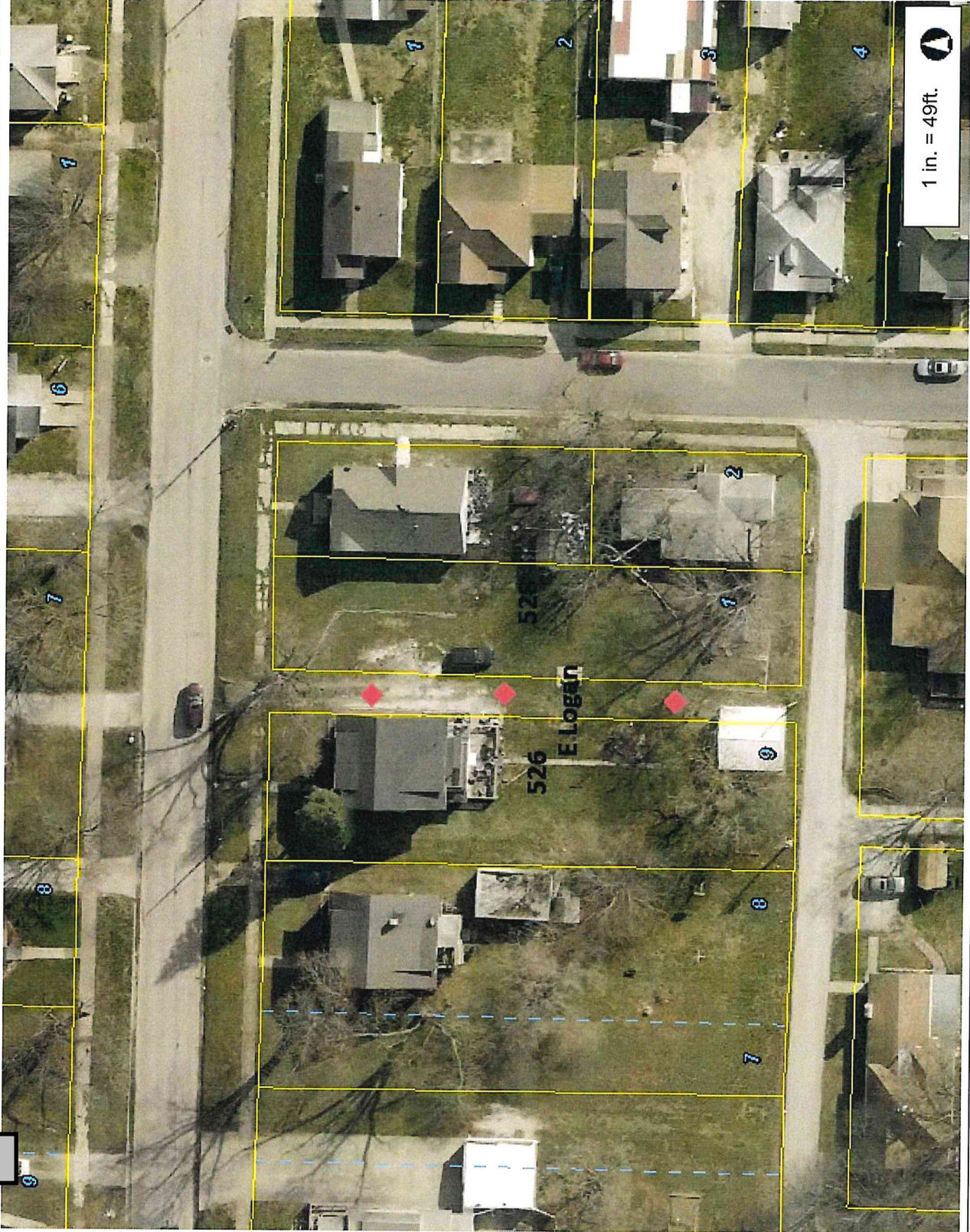
Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

Moberly, MO

123



1 in. = 49ft.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Lots
- South Ridge Lot Line
- Cross Section
- Flood Zone
- .2% Chance Flood Hazard
- 100 Year No BFE
- 100 Year With BFE
- Floodway

Notes

Red diamonds indicate alley referenced.

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Sewer Line Investigation Local
 - Manhole
 - Air Release Valve
 - Lamphole
 - Lift Station
 - Other Sewer Feature
 - Area Inlet
 - Bar Screen
 - Curb Inlet
 - Grate Inlet
 - Grit Chamber
 - Storm Drain
 - Tee
 - Gravity Main
 - Force Main
 - Water Leak Location
 - Fire Hydrant
 - Water Valve
 - Meter Pit
 - Network Structure
 - Pump
 - Water Plant
 - Water Tower
 - Fitting
 - 1"
 - 2"

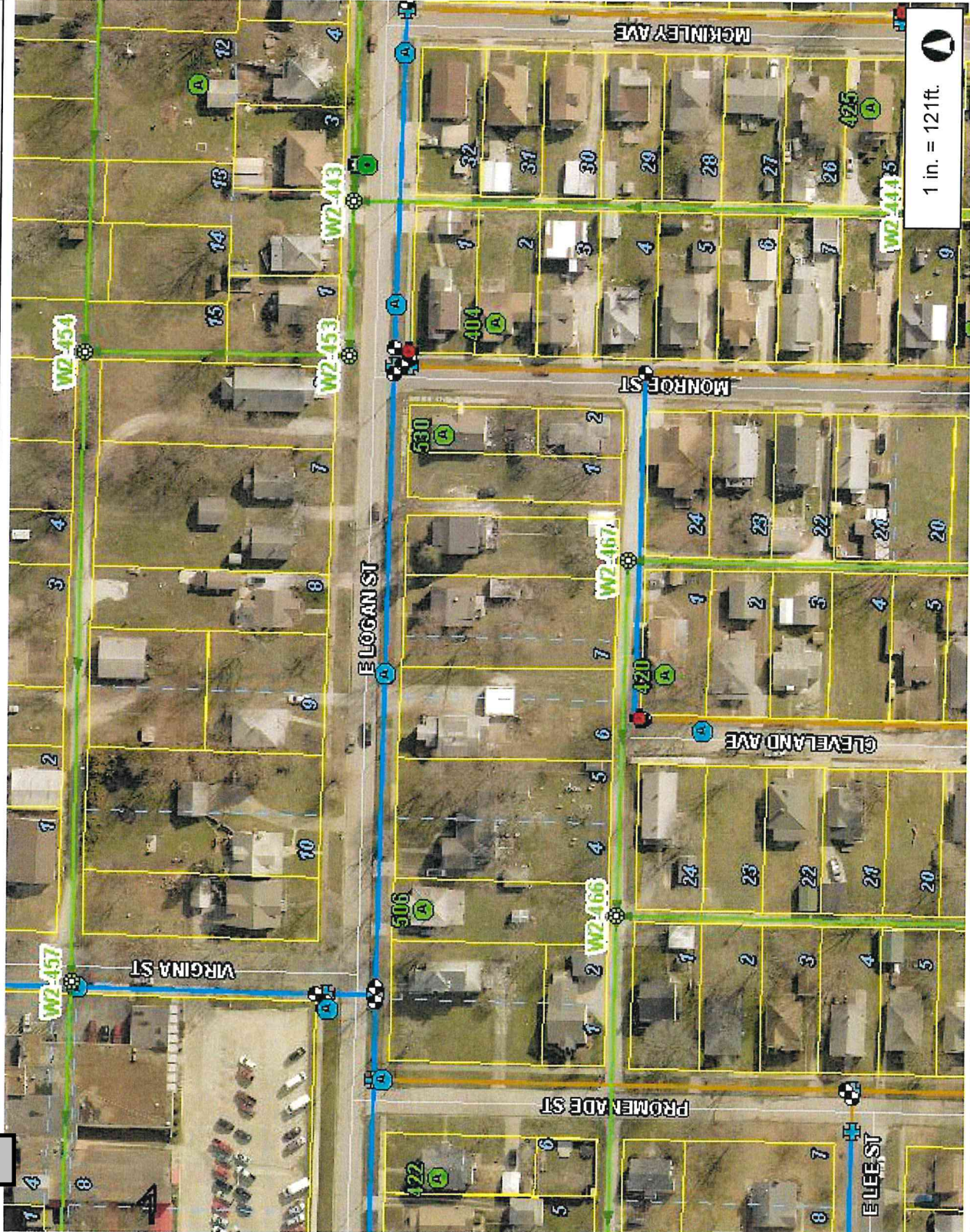
Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Moberly, MO

125



1 in. = 121ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Sewer Line Investigation Location
- Manhole
- Air Release Valve
- Lamphole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Water Leak Location
- Fire Hydrant
- Water Valve
- Meter Pit
- Network Structure
- Pump
- Water Plant
- Water Tower
- Fitting
- 1"
- 2"

Notes

City of Moberly

City Council Agenda Summary

Agenda Number: 10
 Department: Public Utilities
 Date: June 17, 2019

Agenda Item: An Ordinance Repealing Subsection (H) Of Section 30-101 Of The Moberly City Code

Summary: This is before the Council at the request of a local fishing tournament organizer who has asked that the City change the City Ordinance and stop charging the \$10 per boat fee for tournaments. The tournament fee requirement is not a new practice. There are an average of 3 – 6 tournaments per year, depending on whether the fishing clubs have a spring and fall tournament. We have not had complaints about the fee from other organizations. The funds raised help offset the overtime for the lake ranger to be onsite to monitor activities including idle only speeds while on the lake, since we no longer have a horsepower limit on the boats. The tournaments typically take up all the parking at the boat ramp, eliminating the use of the boat ramp by other boaters who might want to use the lake that day. Maintenance of the Lake and the surrounding areas are supported by water rates and the ½ cent capital improvement sales tax. We appreciate the potential of additional revenue that the tournaments bring to the area and increased use of a beautiful resource. Attached is the email from the organizer.

Recommended Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input checked="" type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING SUBSECTION (H) OF SECTION 30-101 OF THE MOBERLY CITY CODE.

WHEREAS, subsection (h) of Section 30-101 of the city code provides that participants in fishing tournaments at Sugar Creek lake pay a fee for boats involved in tournament fishing; and

WHEREAS, to encourage use of the lake and city tourism efforts the city council believes it will be in the best interest of the city to stop charging the tournament fishing boat fee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI TO WIT:

SECTION ONE: Subsection (h) of Section 30-101 of the City Code is hereby repealed.

SECTION TWO: This ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of June, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

Brian Crane

From: Gregory.Sander@mutualofomaha.com
Sent: Thursday, May 23, 2019 3:06 PM
To: Brian Crane
Subject: Sugar Creek Parking Fee for Tournaments

To Whom it May Concern,

I am writing this in regards to a City Ordinance that states that there will be a \$10 per boat parking fee for all tournaments held on Sugar Creek Lake. No such fee is charged to anyone else using this lake. My concern is that tournaments, such as the one I help organize, are the type of events that are going to bring revenue to the city. The local fisherman that come out and fish are not bringing in any extra revenue, as they already live here. The club that I help organize has members from Macon County, St. Louis County, Chariton County, Monroe County and Boone County. Any tournament that we have on Sugar Creek is guaranteed to bring in some sort of extra revenue to the city, whether it be from food, gas, etc. Is the point of all the new renovations at our lakes not to attract more people in order to bring this type of revenue to the city? I was told that the \$10 dollars was to help pay for the ranger to be there on the weekend to help clean up after the tournaments but every time I have fished there on a Saturday, he has been present working on the appearance of the ramp area. I have to give him A LOT of credit because it has never looked better!!! I will tell you that people who tournament fish are all about the conservation of our lakes. We release every fish we catch after the weigh-in. It is stated in our rules that all fish must be released back into the lake after they have been weighed. We are very conscious of our trash and either keep it with us or put it in the trash cans. I have seen numerous times where people that come to fish off of the docks leave their worm containers or liver containers or drinks sitting on the dock when they leave.

I am asking that you reconsider this particular ordinance. We are running tournaments and extra revenue for the city away by having the \$10 per boat. That can add up to \$150 to \$200 for a single tournament. Not many guys are willing to pay the extra \$10 fee after driving from 30+ miles away.

Thanks for your consideration and please feel free to contact me at this email or my cell (573)489-0006 for any questions you may have.

Thanks again,

Greg Sander



Mutual of Omaha

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<http://www.mutualofomaha.com/agent/gregorysander>

City of Moberly

City Council Agenda Summary

Agenda Number: 11
 Department: Finance
 Date: June 17, 2019

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Azavar Government Solutions To Provide Data Audit And Debt Recovery Services.

Summary: Azavar Government Solutions provides industry-specific auditing services to governmental entities. Under this agreement they will audit various fee and tax revenues for proper calculation of the amounts due to the City and proper and complete remittance of those amounts. For any new amounts due found or any amounts that were underpaid, the City will pay Azavar 40% of these amounts for a 36-month period. For example, if Azavar finds new revenue of \$1,000 per month, the City would pay Azavar \$14,400 for those findings (\$1,000 x 36 months x 40%). While it may appear that the City is losing money here, remember the 60% gain in new revenue which is \$21,600, plus after 36 months the City will receive the full amount of the new revenue.

These revenue sources have never been audited to this degree, so we are confident that this will find additional revenue for the City and at the least will put these sources on notice that they are being monitored.

Recommended Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AZAVAR GOVERNMENT SOLUTIONS TO PROVIDE DATA AUDIT AND DEBT RECOVERY SERVICES.

WHEREAS, city staff has determined there is a need to review the extent to which there may be unpaid taxes and fees due to the city from city customers and to collect any such debt; and

WHEREAS, Azavar Government Solutions provides an audit service to review fees, ordinances, franchise agreements, taxes and fees owed to government entities; and

WHEEREAS, Azavar has proposed a Professional Services Agreement, attached hereto, to audit fees and taxes which may be due to the City of Moberly, and to enter into collection efforts to recover any such fees and taxes on an contingency basis.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City.

RESOLVED this _____ day of June, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, (D.B.A. Azavar Government Solutions) an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Moberly, a Missouri municipal corporation having its principal place of business at 101 West Reed Street, Moberly, MO 65270 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The Services and work provided shall be provided in substantial accordance with the below Statement of Work:

- (a) Azavar shall undertake a Local Government Audit Program on behalf of the Customer. As part of the Local Government Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, amusement, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Missouri state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the sole discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;

- (j) Jason Perry, Local Government Audit Program Manager, and Azavar specialists will be auditors under this Agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

12 Customer agrees to provide reasonable access to facilities for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Missouri Department of Revenue solely for the purpose of reviewing data provided by the Missouri Department of Revenue.

3. **PAYMENT TERMS.**

31 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its sole discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

32 Customer shall pay Azavar an amount equal to forty (40) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of any savings and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

33 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty (40) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty (40) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. **CONFIDENTIAL INFORMATION**

41 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

(i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under any Missouri state or federal laws.

42 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under any Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

51 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

- 52 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.
- 53 Azavar agrees to provide and Customer agrees that it shall use, upon execution of this Agreement, Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, compliance monitoring, and tax filing and payment applications for locally authorized and/or administered taxes or fees, and revenue monitoring, management, and reporting software ("Azavar Software"). Customer agrees that the Azavar Software shall be available on Customer's official website and accessible to users of Customer's website in a live and secure production environment. All Azavar Software is provided in accordance with the terms of the then applicable End User License Agreement(s). Azavar shall provide Customer access and use of any Azavar provided software at no charge to Customer for a period of no less than four (4) months and not to exceed six (6) months ("Trial Discount Period"). Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) at any time from Customer and/or End Users for transaction costs. Azavar agrees to set reasonable prices for Azavar Software provided to Customer and/or End Users after any initial Trial Discount Period.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 71 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 72 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 73 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer
City Attorney
Moberly City Hall
101 W Reed Street
Moberly, MO 65270

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Missouri and the parties hereby consent to the jurisdiction of the courts of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____



May 6, 2018

Jonathan M. Grossman
Direct Phone 202-912-4866
jgrossman@cozen.com

Name: _____

Title: _____

Community: _____

Address: _____

Community, MO Zip: _____

Re: Municipal Taxes and Fees

Dear _____:

We are pleased that the [Community Full Name] City of Moberly, MO ("Moberly") is engaging Cozen O'Connor, P.C. ("Cozen") to assist in the collection of municipal taxes and fees from certain taxpayers. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct. Before engaging in any specific representation of Moberly, we will need to run a conflict check and agree to the scope of work.

Cozen's fee will be an amount equal to 40% of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by Moberly from any audited taxpayer. All contingency fees paid to Cozen are based on determinations of recovery by Cozen and agreed to by Moberly. Cozen and Moberly will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses, and outside copying fees, shall be paid by Moberly.

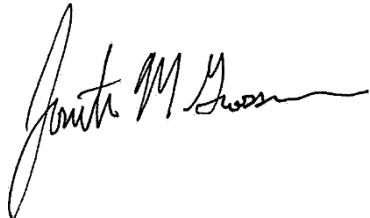
If Moberly is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Moberly for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

LEGAL\35902666\1

Sincerely,

COZEN O'CONNOR



BY: JONATHAN M. GROSSMAN

JMG

ACCEPTED ON BEHALF OF (Community)

Signature: _____

Name: _____

Title: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: 12
 Department: Police
 Date: 06-17-2019

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Motorola Solutions For The Purchase Of Police Communications Equipment.

Summary: Two-way radios for the Police Department patrol cars have begun to break down due to age. Radios were last updated in 2002 and parts to repair them are no longer available. Five new mobile two-way radios are needed purchased immediately to replace the oldest units. Wireless USA is the sole provider of Motorola Radios in this area and Motorola Solutions currently has the state bid on the APX4500 VHF radios needed to replace ours. As Motorola has the state bid on the radios, the cost per radio is significantly less, about 740.00 dollars per unit. Cost to replace all five units is \$10,293.75. Installation is \$255.00 dollars per unit raising the total cost of the project to \$11,823.75. Attached are the quote from Motorola Solutions and the State Bid change order #31 showing Motorola Solutions as having the state bid.

Recommended Action: Approve this resolution

Fund Name: Radio Maintenance

Account Number: 100.007.5307

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ Jeffrey ___ ___

Council Member

M___ S___ Brubaker ___ ___

M___ S___ Kimmons ___ ___

M___ S___ Davis ___ ___

M___ S___ Kyser ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF POLICE COMMUNICATIONS EQUIPMENT.

WHEREAS, the Moberly Police Department is in need of updated communications equipment and software; and

WHEREAS, the State of Missouri has negotiated a purchase price for the needed equipment which is available to the city and which pursuant to Sec. 2-435 (4) is a cooperative purchasing exception to the city's purchasing rules; and

WHEREAS, the quotation provided by Motorola Solutions is in the amount of \$10,293.75.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into an agreement with Motorola Solutions for the purchase and installation of police communications equipment and software for the price of \$10,293.75.

RESOLVED this 17th day of June, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

PROJECT NUMBER 00818-01	CHANGE NUMBER 31
CHECK CONTRACT TYPE <input type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> CONSTRUCTION	

1. GENERAL INFORMATION		
PROJECT TITLE Interoperable Communications	NAME OF CONTRACTED FIRM Motorola Solutions, Inc	
LOCATION Statewide		
2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary)		
<p>Project No. O818-01 FY'19 contract period January 1, 2019 to June 30, 2019. The total cost for this period is \$1,605,410***. Which includes the following</p> <ul style="list-style-type: none"> - *Infrastructure Services for MOSWIN \$572,564.23 - *Includes first 6 month payment of \$590,450 for FY'18 SUA II and second payment of \$590,450 for FY'18 SUAII which is due in July 2019. <p>**Following additional services are included in this change order Total: \$442,395.77</p> <ul style="list-style-type: none"> - MOSWIN, added additional 25 New Sites (New total site count 114) - \$252,035 - Per MO DPS add the Infrastructure Services \$76,507.23 and Software Agreement II (SUA II) ONLY \$113,853.54 for the City of St Louis, Zone 2 Master Site. <p>*Already in Original Contract but Services have not been paid. **Reflects change from previous contract. *** Combined Total payment for * and **</p>		
<input type="checkbox"/> Not-to-Exceed for items: \$ _____		
3. IMPACT OF CONTRACT CHANGE ON MBE/WBE SUB'S PARTICIPATION FOR THIS PROJECT		<input checked="" type="checkbox"/> NOT APPLICABLE
a. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm <input type="checkbox"/> SDVE Firm Name: _____ Original (Sub) Contract Amount: \$ _____ Previous Change Amounts: \$ _____ Amount This Change (Add/Deduct): \$ _____ Revised (Sub) Contract Amount: \$ _____	b. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm <input type="checkbox"/> SDVE Firm Name: _____ Original (Sub) Contract Amount: \$ _____ Previous Change Amounts: \$ _____ Amount This Change (Add/Deduct): \$ _____ Revised (Sub) Contract Amount: \$ _____	
4. CONTRACT SUMMARY		
	COST	WORK DAYS
Original Contract Amount:	\$ 79,724,096.71	
Previous Change Amounts:	\$ 27,626,667.10	
Amount This Change (Add/Deduct):	\$ 442,395.77**	
Revised Contract Total:	\$ 107,793,159.58	
IF CONSULTANT CONTRACT		IF CONSTRUCTION CONTRACT
PHASE OF CONTRACT	ORIGINAL COMPLETION DATE	REVISED COMPLETION DATE
This Document, when fully executed by both Parties, shall constitute a Notice to Proceed with the Work described in this Change. This Contract Change shall modify the Contract as herein provided and includes all costs and time extensions associated with this Change to the Contract. No requests for additional compensation or time as a result of this Change will be considered.		
AUTHORIZING NAME		SIGNATURES
PRINT CONTRACTED FIRM REPRESENTATIVE Sandip Patel, Motorola Solutions	SIGNATURE 	DATE 12/12/18
PRINT FACILITIES MANAGEMENT DESIGN AND CONSTRUCTION REPRESENTATIVE Catherine F. Brown, Director	SIGNATURE 	DATE 12/21/18

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE INTERNAL FMDC CHECKLIST-PAGE TWO

PROJECT NUMBER 00818-01	CHANGE NUMBER 31
CHECK CONTRACT TYPE <input type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> CONSTRUCTION	

To be filled out and submitted with all Contract Changes by Project Manager or Construction Representative. **FOR INTERNAL USE ONLY.**

1. For Consultant Contracts

- ☐ Attach Consultant's proposal with verification that cost is reasonable.
☐ Provide schedule change information for P6 update.
☐ Note any specific changes to A/E Contract Sections as appropriate in Change Description.

2. For Construction Contracts

- ☐ Attach RFIs, RFPs, Drawings, or other correspondence related to the Contract Change.
☐ Attach independent cost estimate verifying cost for Contract Change is reasonable.
☒ Attach Contractor's proposal – including Supplier's and/or Subcontractor's proposals – as appropriate
☒ For time extensions attach Contractor's justification along with Consultant's and/or internal recommendations.

3. Reason for Change

REASONS: For every itemized Change – select a Reason for the Type of Contract, provide a dollar amount, note Work Days added, note the PCC Number (when known), and give a written explanation. Combine items for the same Reason and attach additional sheets as necessary.

CR – Contractor Related (Consultant Contract Only) CE – Consultant Error
 ORA – Owner Requested by Agency CO – Consultant Omission
 ORD – Owner Requested by FMDC UFC – Unforeseen Field Condition

Change Reason One

REASON CODE ORA	PCC NUMBER 80	WORK DAYS ADDED	COST \$1,605,410***
REMARKS Extend contract six months from 1/1/2019 to 6/30/2019.			

Change Reason Two



REASON CODE	PCC NUMBER	WORK DAYS ADDED	COST \$
REMARKS			

4. Account Numbers – List account numbers to be charged

ACCOUNT NUMBER	AMOUNT \$1,605,410***	NOTES
ACCOUNT NUMBER	AMOUNT \$	NOTES

5. Concurrences/Approvals

NOTE: After approval distribute copies of Page One to Fiscal/blue, Designer, Contractor, and Agency as well as Page One and Page Two to Construction Representative, Project Manager, and Section Leader.

PROJECT MANAGER 	DATE 12/20/18	CONSTRUCTION REPRESENTATIVE	DATE
UNIT MANAGER/SECTION LEADER 			DATE 12/24/18

Prolog Contract Change Entry

INITIALS	CONSECUTIVE CONTRACT CHANGE NUMBER	DATE
REMARKS		



Quote Number: QU0000479716

Effective: 05 JUN 2019

Effective To: 04 AUG 2019

Bill-To:

MOBERLY POLICE DEPARTMENT
300 N. CLARK ST
MOBERLY, MO 65270
United States

Ultimate Destination:

MOBERLY POLICE DEPARTMENT
300 N. CLARK ST
MOBERLY, MO 65270
United States

Attention:

Name: Troy Link
Phone: 660-263-0346

Sales Contact:

Name: John Briggs
Email: john.briggs@wirelessusa.com
Phone: 5738142195

Contract Number: MISSOURI, STATE OF
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	M22KSS9PW1AN	APX4500 VHF	\$1,564.00	\$824.25	\$4,121.25
1a	5	G67CF	ADD:REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$1,113.75
1b	5	G792AC	ADD: VHF ANT WIDEBAND 136-174 MHZ	\$75.00	\$56.25	\$281.25
1c	5	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$54.00	\$270.00
1d	5	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$225.00
1e	5	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	-	-	-
1f	5	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	\$650.00	\$487.50	\$2,437.50
1g	5	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$369.00	\$1,845.00
1h	5	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1i	5	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-

Total Quote in USD

\$10,293.75

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

City of Moberly

City Council Agenda Summary

Agenda Number: 13
Department: Public Utilities
Date: June 17, 2019

Agenda Item: A Resolution Authorizing The City Manager To Execute A Scope And Budget Contract Addendum With Barr Engineering To Evaluate Hydrology, Flood Potential, Develop Conceptual Alternatives And Conceptual Level Cost Estimates For 7 Bridges Road Area Runoff.

Summary: The City Staff have met with the Special Road District for Randolph County regarding concerns about extreme flooding on 7 Bridges Road that is causing damage to the road, culverts and bridges. The stormwater concerns in the area of the Moberly Area Community College near Holman Road and other area residents are upstream of this area. Due to the necessity to evaluate stormwater in the four-square mile watershed which includes the City of Moberly, the City would like to partner with the Special Road District to develop stormwater detention or retention to reduce flooding in the City of Moberly as well as the 7 Bridges Road area. Barr Engineering has reviewed the area and is willing to partner with the two entities and contribute \$10,000 in in-kind services for this project. This leaves the City's cost of the study at \$38,200.

Recommended Action: Approve this resolution

Fund Name: Capital Improvement Trust Fund

Account Number: 304.000.5415

Available Budget \$: \$76,550

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCOPE AND BUDGET CONTRACT ADDENDUM WITH BARR ENGINEERING TO EVALUATE HYDROLOGY, FLOOD POTENTIAL, DEVELOP CONCEPTUAL ALTERNATIVES AND CONCEPTUAL LEVEL COST ESTIMATES FOR 7 BRIDGES ROAD AREA RUNOFF.

WHEREAS, the city has previously contracted with Barr Engineering to provide professional engineering services and desires to amend that contract to provide for additional services; and

WHEREAS, city staff has met with the Special Road District for Randolph County regarding concerns with extreme flooding on 7 Bridges Road causing damage to roads, culverts and bridges and city staff is aware of stormwater concerns upstream of this area affecting Moberly Area Community College near Holman Road; and

WHEREAS, the city wishes to develop a stormwater detention plan to reduce flooding in the City of Moberly as well as the 7 Bridges Road area and the Special Road District and Barr Engineering are willing to partner with the city to accomplish this study; and

WHEREAS, Barr Engineering has submitted a Scope and Budget for Professional Services for the study and is willing to contribute \$10,000.00 of in-kind services leaving a total cost to the city of \$38,200.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Scope and Budget for Professional Services and take such other and further actions as may be required to complete the agreement with Barr Engineering Services.

RESOLVED this 17th day of June, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

May 17, 2019

Ms. Mary West-Calcano
Director of Public Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Re: Scope and Budget for Professional Services

Dear Ms. West-Calcano:

Thank you for the opportunity to provide this scope and budget for the professional services needed to complete the work identified below for the City of Moberly. We are grateful for the opportunity to work with you on this project. We consider our Barr team members to be an extension of your staff and we look forward to serving you.

Scope and Budget

This letter sets forth changes to the contract dated February 13, 2013 between the City and Barr. Barr's scope of services is outlined in the following tasks:

Evaluate Hydrology, Flood Potential, Develop Conceptual Alternatives, and Conceptual Level Cost Estimates for the 7 Bridges Road Watershed

Task 1 – Review Available Information

We will receive and utilize available data provided by the city/Randolph County, including LiDAR and other topographic data, storm sewer data (size, location, make, pipe inverts, catch basins, and catch-basin inverts of all relevant pipes and surface drainage-ways, etc.), and street GIS overlay. If additional pipe or topographic information needs to be obtained, we understand that the city may perform that work internally for cost savings. Barr will gather other additional, publically available field or resource data such as soils data, Atlas 14 rain data, recorded rain events data, etc.

Task 2 – Watershed and Subwatershed Delineation

Major watershed and subwatershed delineations will be developed electronically through special software Barr has developed, and then will be field verified. This methodology has been found to be very accurate and efficient, with watershed delineation being completed at a significantly lower cost than performing the detailed delineations in the field. Subwatersheds will be delineated to single discharge points into the city's storm sewer system, which is typically found to be isolated catch basins or catch-basin clusters.

Task 3 – Hydrology and Hydraulics Modeling

Barr will create a detailed existing-conditions PC-SWMM model of the entire watershed impacting the site. This includes modeling the downstream system to a logical end location, such as the storm sewer outfall at a stream or flowage downstream of the flooding, or where there is a significant drop (15 to 20 feet vertically) to a manhole. The goal will be to choose an end location where it can be reasonably assumed that downstream hydraulics will not impact flows from the upstream system. The model(s) will be built to the following specifications:

- One runoff node per group of catch basins (catch-basin cluster) draining to a single manhole connection to the storm sewer system; we assume that that hydraulic capacity of catch basins does not need to be accounted for in the model.
- Basin storage will be defined using depth/area curves at low points based on LiDAR elevation data and at stormwater storage facilities.
- All pipe segments (except catch-basin connections) will be included in the PC-SWMM model, recognizing that in some cases, the pipes may need to be manually entered based on survey, record drawings, or plans not reflected in GIS.
- Overland flow paths will be defined so that high water elevations do not exceed spill-crest elevations for the 100-year event, and so that street/road overflows are reasonably defined.
- Drainage-area (subwatershed) delineations will be performed to a high level of detail using Spatial Analyst features of ArcMap or similar ArcMap tools in conjunction with LiDAR data. LiDAR LAS (LAS = "LASer" file, or LiDAR data exchange file) data and building outline data files will be downloaded and used in conjunction with storm-sewer pipe data to develop a hydrologically corrected elevation surface. The hydrologically corrected elevation surface will then be used to develop the "first-cut" subwatershed areas. Please note that some manual delineation efforts are often needed in urban areas where rooftops, curb and gutter, and street crowns are not captured in the LiDAR data. LAS datasets are described by Esri in more detail here: <http://desktop.arcgis.com/en/arcmap/10.3/manage-data/las-dataset/what-is-a-las-dataset-.htm>
- Development of infiltration parameters will be based on estimates of impervious land cover.

Stormwater BMPs such as ponds, infiltration basins, filtration basins, and underground storage facilities will be included in the PC-SWMM model when they might have an influence on projected high water elevations for design events (if data is available for these).

Boundary conditions will be defined. In areas where incoming overland flows may occur from an adjacent watershed outside of the city, modeling beyond the area of interest may be necessary to establish a reasonable estimate of inflows.

If possible, we will attempt to calibrate or verify the accuracy of the existing-conditions model using information the city may be able provide, such as surveyed drift lines after a flooding event has subsided, or aerial photos or other photos taken during events that show extent of flooding at a moment in time, and rainfall information.

Once the existing-conditions models have been developed and calibrated, we will use those models to evaluate several alternatives to improve the stormwater issues at this site.

Task 4 – Conceptual Improvement Design

Barr will develop up to 3 conceptual flood improvement options for the site. These conceptual improvement options will be developed using modeling results and input from city staff. These conceptual improvement options will be summarized in a draft technical memorandum described in Task 5.

Task 5 – Draft Technical Memorandum

A draft technical memorandum will be developed to document the modeling results for each conceptual improvement option described in Task 4. A summary of the benefits and considerations for each conceptual improvement option will also be included in this draft technical memorandum. The memorandum will be provided to City staff for their use in determining what further actions to take at the site.

Task 6 –Final Model Revisions and Design Basis Memorandum Development

- Barr will run any agreed-upon model refinements that result from communications regarding the conceptual improvements. A Design Basis Memorandum will be developed to document the design computations and assumptions incorporated into the models for each conceptual improvement option.

Budget and Schedule

Moberly will be invoiced on a time-and-materials basis for the scope listed above. The total amount to conduct the work is \$48,200. However, Barr has agreed to offer Moberly a \$10,000 discount on the project as a demonstration of our commitment to Moberly and Randolph County on this important project. This brings the revised total for the project to \$38,200. This revised total amount will not be exceeded, without prior approval from the city.

Cost Breakdown Table

Tasks	Estimated Labor and Expenses Subtotal
Task 1: Review Available Information	\$1,800
Task 2: Watershed/Subwatershed Delineation	\$2,400
Task 3: H&H Modeling	\$13,600
Task 4: Conceptual Improvement Design	\$15,300
Task 5: Draft Technical Memorandum	\$10,900
Task 6: Final Model Revisions and Design Basis Memorandum	\$4,200
Total	\$48,200
Discount (Barr investment in Moberly and Randolph County)	\$10,000
Revised Total Cost	\$38,200

Schedule

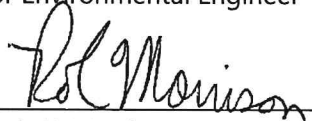
Barr will complete these review tasks in accordance with the schedule developed with city for the 7 Bridges Road Flood Control project.

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal please contact Andrea Collier at 573-638-6013 (office) or 573-356-4423 (cell).

Sincerely,



Andrea D. Collier, P.E.
Senior Environmental Engineer

By 

Rob K. Morrison, P.E.
Its Vice President

Accepted this ___ day of _____, 2019
Mary West-Calcano, City of Moberly, Missouri

By _____
Mary West-Calcagno
Its Director of Public Utilities

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: City Clerk

Date: June 17, 2019

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Role Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$706,887.65.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$114,926.87.

SECTION 2: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$62,132.42.

SECTION 3: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$24.66.

SECTION 4: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$172,704.40.

SECTION 5: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$2,987.51.

SECTION 6: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$1,073.80.

SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$2,834.00.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$137,606.86.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$64,621.81.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$26,315.30.

SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$100,592.94.

SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$7,894.18.

SECTION 13: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$3,172.50.

SECTION 14: There is hereby appropriated out of the **Downtown CID Prop. Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 17, 2019 in the amount of \$10,000.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

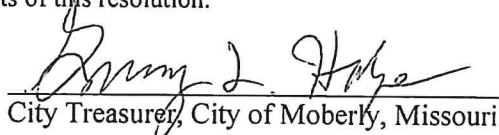
RESOLVED this 17th day of June 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

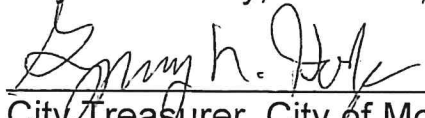


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JUNE 4, 2019 - JUNE 13, 2019 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JUNE 17, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 114,926.87
Solid Waste Fund	\$ 62,132.42
Heritage Hills Golf Course Fund	\$ 24.66
Parks and Recreation Fund	\$ 172,704.40
Airport Fund	\$ 2,987.51
Veteran Memorial Flag Project Fund	\$ 1,073.80
Utilities Collection Fund	\$ 2,834.40
Utilities OP & Maintenance Fund	\$ 137,606.86
Capital Improvement Trust Fund	\$ 64,621.81
Emergency Telephone Fund	\$ 26,315.30
Transportation Trust Fund	\$ 100,592.94
Street Improvement Fund	\$ 7,894.18
Downtown CID Sales Tax Fund	\$ 3,172.50
Downtown CID Prop. Tax Fund	\$ 10,000.00
Total	\$ 706,887.65

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

6/13/2019
Date

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
24 DISBURSEMENTS						
80350	6/07/2019	17 AT&T 5001	8.77			
80351	6/07/2019	1565 MACON ELECTRIC COOP	40.46			
80352	6/07/2019	2556 PETTY CASH	153.50			
80353	6/07/2019	3014 SAM'S CLUB	1,966.35			
80354	6/07/2019	5794 SLIDE PROS	6,615.00			
80355	6/07/2019	642 TOWN & COUNTRY ABSTRACT CO	10,000.00			
80356	6/13/2019	5186 ABRAXIS INC	935.00			
80357	6/13/2019	3055 ADVANCED DISPOSAL - MACON	62,437.70			
80358	6/13/2019	4693 ADVANCED TURF SOLUTIONS	5,949.68			
80359	6/13/2019	5088 ALGAECONTROL US	3,220.84			
80360	6/13/2019	5062 ALM ENVIRONMENTAL SERVICES CON	5,185.50			
80361	6/13/2019	1 ALTORFER INC	439.52			
80362	6/13/2019	30 ARTDEP+BENTON	2,577.73			
80363	6/13/2019	9 ARTS APPLIANCE	191.80			
80364	6/13/2019	17 AT&T 5001	601.52			
80365	6/13/2019	15 AUSTIN COFFEE SERVICE	131.22			
80366	6/13/2019	26 B & D LOCK & KEY	16.00			
80367	6/13/2019	970 BANNER FIRE EQUIPMENT INC	4,369.64			
80368	6/13/2019	3625 BARR ENGINEERING COMPANY	14,458.50			
80369	6/13/2019	4729 BARTLETT & WEST	53,560.57			
80370	6/13/2019	5176 BILLINGTON MARY	150.00			
80371	6/13/2019	34 BOB'S TIRE, LLC	378.00			
80372	6/13/2019	35 BOGIE PUMP INC	563.39			
80373	6/13/2019	5057 BOONE CONSULTING	2,025.22			
80374	6/13/2019	5152 BRANDON AUDREY	325.00			
80375	6/13/2019	2605 BRATCHER'S MARKET	238.81			
80376	6/13/2019	5257 BROWN SMITH WALLACE	165.00			
80377	6/13/2019	191 BROWNFIELD OIL CO INC	103.00			
80378	6/13/2019	424 BUTLER SUPPLY INC	97.72			
80379	6/13/2019	104 CARTER-WATERS	383.72			
80380	6/13/2019	598 CHARITON VALLEY COMMUNICATIONS	81.99			
80381	6/13/2019	3137 CINTAS CORPORATION #379	490.78			
80382	6/13/2019	1429 COLLEY BETTY	100.00			
80383	6/13/2019	3063 CONLEY FOREST DO	325.00			
80384	6/13/2019	2645 CORE & MAIN LP	5,384.89			
80385	6/13/2019	5795 CRADER HOLLY MICHELLE	1,500.00			
80386	6/13/2019	678 CROWN POWER & EQUIPMENT	160.00			
80387	6/13/2019	2913 CULLIGAN WATER CONDITIONING	68.08			
80388	6/13/2019	2908 CUNNINGHAM VOGEL & ROST PC	5,668.41			
80389	6/13/2019	118 D & L TRENCHING INC	950.00			
80390	6/13/2019	5797 DA-COM	400.00			
80391	6/13/2019	194 DMC CONCRETE CONSTRUCTION	6,772.50			
80392	6/13/2019	3571 DMZ ENTERPRISE INC	325.00			
80393	6/13/2019	5787 DOUG'S DO ALL	459.34			
80394	6/13/2019	5791 DOUGLAS SUMMER H	60.00			
80395	6/13/2019	2806 DPC ENTERPRISES LP	819.00			
80396	6/13/2019	695 ENGINEERING SURVEYS & SERVICES	802.00			
80397	6/13/2019	1527 ESRY DANIEL	60.00			
80398	6/13/2019	3139 EVOQUA WATER TECHNOLOGIES LLC	8,268.00			
80399	6/13/2019	4815 FORTE MICHAEL	100.00			
80400	6/13/2019	3931 FRY & ASSOCIATES INC	115,741.80			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80401	6/13/2019	2839 FUSION TECHNOLOGY LLC	5,589.54			
80402	6/13/2019	704 GALLS LLC	52.57			
80403	6/13/2019	5785 GEBHARDT ABIGAIL R	60.00			
80404	6/13/2019	5178 GEBHARDT JEREMIAH	200.00			
80405	6/13/2019	3011 GLENN'S GARAGE DOORS	17,732.82			
80406	6/13/2019	2956 GREEN HILLS VET CLINIC LLC	1,201.21			
80407	6/13/2019	4076 GREGORY KATHLEEN	25.00			
80408	6/13/2019	988 GULF STATES DISTRIBUTORS	776.00			
80409	6/13/2019	5784 HARLAN KENNEDY	110.00			
80410	6/13/2019	1338 HAWKINS INC	4,408.05			
80411	6/13/2019	758 HEIMAN FIRE EQUIPMENT INC	3,707.95			
80412	6/13/2019	62 HILLYARD - COLUMBIA	516.52			
80413	6/13/2019	1348 HUNTSVILLE MACHINE	287.50			
80414	6/13/2019	759 HUTCHINSON SALT COMPANY	2,144.06			
80415	6/13/2019	763 SUMNER ONE	245.06			
80416	6/13/2019	5802 INGRAM KYLEA	200.00			
80417	6/13/2019	2812 JACOBS ENGINEERING	5,000.00			
80418	6/13/2019	5338 KAESER & BLAIR INC	511.76			
80419	6/13/2019	680 KB TIRE AND AUTO INC	18.00			
80420	6/13/2019	4336 KEY EQUIPMENT & SUPPLY CO.	967.01			
80421	6/13/2019	5788 THE LIFEGUARD STORE	608.00			
80422	6/13/2019	1319 KOHL WHOLESALE	3,287.41			
80423	6/13/2019	3144 KZZT FM 105 INC	142.80			
80424	6/13/2019	2964 LEES LAWN CARE & EQUIPMENT LLC	439.39			
80425	6/13/2019	1381 LEON UNIFORM COMPANY	2,141.64			
80426	6/13/2019	5789 LITTLE DIXIE REG LIBRARIES	345.00			
80427	6/13/2019	3015 LOWE'S HOME CENTERS, LLC	.00	**CLEARED**	**VOIDED**	
80428	6/13/2019	3015 LOWE'S HOME CENTERS, LLC	494.29			
80429	6/13/2019	940 LUCAS SIGN LLC	300.00			
80430	6/13/2019	5803 MAGERS BARB	25.00			
80431	6/13/2019	801 BENN RYAN D	90.00			
80432	6/13/2019	1716 MAILFINANCE	314.79			
80433	6/13/2019	679 MARTECK	330.70			
80434	6/13/2019	2717 MATHESON TRI GAS INC	275.25			
80435	6/13/2019	1639 MATTOX ADVERTISING CO	30.00			
80436	6/13/2019	5658 CYDNEY D MAYFIELD	300.00			
80437	6/13/2019	5611 MCCLURE ENGINEERING COMPANY	12,059.00			
80438	6/13/2019	1694 MFA AGRI SERVICE CENTER	40.60			
80439	6/13/2019	4734 MID-CONTINENTAL RESTORATION CO	63,658.31			
80440	6/13/2019	260 MIDLAND GIS SOLUTIONS	250.00			
80441	6/13/2019	1726 MIDWEST ENVIR CONSULTANTS INC	42.00			
80442	6/13/2019	640 MISSOURI MUNICIPAL ATTORNEYS A	55.00			
80443	6/13/2019	72 MISSOURI PARK AND RECREATION A	1,136.00			
80444	6/13/2019	5798 MISSOURI SASP	2,071.00			
80445	6/13/2019	5361 MITEL	226.00			
80446	6/13/2019	360 MO DEPARTMENT OF NATURAL RESOU	2,800.00			
80447	6/13/2019	3085 MO DEPT OF REVENUE	2,834.40			
80448	6/13/2019	3041 MO ONE CALL SYSTEM INC	257.40			
80449	6/13/2019	2771 MO POLICE CHIEFS ASSOCIATION	350.00			
80450	6/13/2019	5809 MO SOCIETY OF CPA'S	405.00			
80451	6/13/2019	2740 MOBERLY AREA CHAMBER OF COMMER	3,172.50			
80452	6/13/2019	1921 MOBERLY LUMBER INC	127.96			
80453	6/13/2019	1935 MOBERLY MONITOR INDEX	517.21			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80454	6/13/2019	2907 MOBERLY READY MIX	2,415.69			
80455	6/13/2019	5790 MOBERLY SPECIAL ROAD DISTRICT	62,294.56			
80456	6/13/2019	4906 MUTTER FARMS LLC	1,188.19			
80457	6/13/2019	1604 NAPA AUTO PARTS OF MOBERLY	1,486.84			
80458	6/13/2019	2152 NEMO ELECTRIC CO INC	17,202.90			
80459	6/13/2019	3079 NEWMAN COMLEY & RUTH PC	647.50			
80460	6/13/2019	2865 NEWMAN SIGNS INC	425.53			
80461	6/13/2019	2299 O'REILLY AUTOMOTIVE STORES INC	293.35			
80462	6/13/2019	1618 ONMEDIA ADVERTISING SALES	885.28			
80463	6/13/2019	366 PALMATORY'S	250.00			
80464	6/13/2019	5807 PALMER ROBYN	25.00			
80465	6/13/2019	829 PATRICK TIM	97.61			
80466	6/13/2019	2822 PEPSI-COLA	3,125.84			
80467	6/13/2019	5727 PEST PRO SOLUTIONS	95.00			
80468	6/13/2019	2596 PLUMB SUPPLY COMPANY	122.28			
80469	6/13/2019	3090 POEPPING STONE BACH	21,072.84			
80470	6/13/2019	2586 PRATHERS TOWING	100.00			
80471	6/13/2019	5786 PRICE JOSHUA STEVEN	72.00			
80472	6/13/2019	2778 PRO-TECH CO INC	268.60			
80473	6/13/2019	4924 R P LUMBER COMPANY INC	3,760.40			
80474	6/13/2019	4120 RANDOLPH COUNTY RODEO	94.00			
80475	6/13/2019	2757 RDJ SPECIALTIES INC	751.95			
80476	6/13/2019	5751 REMOLE COATINGS LLC	9,990.00			
80477	6/13/2019	5656 RICHARD CAPLAN & ASSOCIATES	1,975.00			
80478	6/13/2019	2977 RICKETTS FARM SERVICE	300.00			
80479	6/13/2019	4805 RILEY ANNA	276.00			
80480	6/13/2019	5806 RILEY BURNIS	100.00			
80481	6/13/2019	4117 ROTO-ROOTER	1,230.50			
80482	6/13/2019	5799 RUEBLING NORM	1,600.00			
80483	6/13/2019	2752 LARIMER DAN	850.00			
80484	6/13/2019	2603 SAM'S HEALTH MART NO.1	20.05			
80485	6/13/2019	617 SCHULTE SUPPLY INC	320.00			
80486	6/13/2019	1086 SECURITY SOLUTIONS LLC	198.00			
80487	6/13/2019	5804 SHARP BETH	25.00			
80488	6/13/2019	2610 BRENDLINGER ENTERPRISES INC	135.00			
80489	6/13/2019	5805 SMITH THERESA	100.00			
80490	6/13/2019	5639 SOCKET	.00	**CLEARED**	**VOIDED**	
80491	6/13/2019	5639 SOCKET	2,694.46			
80492	6/13/2019	3758 SOUTHEASTERN SECURITY CONS INC	758.50			
80493	6/13/2019	5700 STAPLES ADVANTAGE	3,089.58			
80494	6/13/2019	5758 STARGUARD ELITE	1,640.00			
80495	6/13/2019	488 SUPERIOR ADVENTURE CENTER	218.43			
80496	6/13/2019	2637 SYDENSTRICKER FARM & LAWN	506.70			
80497	6/13/2019	5214 MICHAEL TRIEBSCH	9,100.00			
80498	6/13/2019	1367 TNESEC COMPANY INC	313.25			
80499	6/13/2019	412 TOM'S DIVE CENTER	536.00			
80500	6/13/2019	642 TOWN & COUNTRY ABSTRACT CO	400.00			
80501	6/13/2019	5469 TRK SPECIALTIES	1,925.00			
80502	6/13/2019	4564 TURFMARK SERVICES LLC	750.00			
80503	6/13/2019	331 U S CELLULAR	1,532.16			
80504	6/13/2019	2644 USA BLUE BOOK	3,772.31			
80505	6/13/2019	2644 USA BLUE BOOK	2,549.95			
80506	6/13/2019	2644 USA BLUE BOOK	4,736.38			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80507	6/13/2019	5575 USI INSURANCE SERVICE LLC	6,250.00			
80508	6/13/2019	2921 UTILITY SERVICE CO INC	15,689.28			
80509	6/13/2019	5800 VERIZON CONNECT NWF INC	40.23			
80510	6/13/2019	5808 WARNER CORA	100.00			
80511	6/13/2019	2656 WESTLAKE HARDWARE	.00	**CLEARED**	**VOIDED**	
80512	6/13/2019	2656 WESTLAKE HARDWARE	.00	**CLEARED**	**VOIDED**	
80513	6/13/2019	2656 WESTLAKE HARDWARE	1,368.03			
80514	6/13/2019	1518 WESTRAN SCHOOL DISTRICT	1,000.00			
80515	6/13/2019	2772 WIRELESS USA	41,895.23			
80516	6/13/2019	3948 ROBERT MINSHALL	2,981.60			
80517	6/13/2019	5526 ZELADE MADDY	60.00			
80518	6/13/2019	5294 ZURCHER TIRE INC	480.00			
BANK TOTAL			706,887.65			
OUTSTANDING			706,887.65			
CLEARED			.00			
VOIDED			.00			
FUND	TOTAL		OUTSTANDING	CLEARED	VOIDED	
100 GENERAL FUND	114,926.87		114,926.87	.00	.00	
110 SOLID WASTE FUND	62,132.42		62,132.42	.00	.00	
114 HERITAGE HILLS GOLF CRSE	24.66		24.66	.00	.00	
115 PARKS & RECREATION FUND	172,704.40		172,704.40	.00	.00	
120 AIRPORT FUND	2,987.51		2,987.51	.00	.00	
140 VETERAN MEMORIAL FLAG PRJ	1,073.80		1,073.80	.00	.00	
300 UTILITIES COLLECTION FUND	2,834.40		2,834.40	.00	.00	
301 UTILITIES OP & MAINT	137,606.86		137,606.86	.00	.00	
304 CAPITAL IMPROVEMENT TRUST	64,621.81		64,621.81	.00	.00	
400 EMERGENCY TELEPHONE FUND	26,315.30		26,315.30	.00	.00	
600 TRANSPORTATION TRUST FUND	100,592.94		100,592.94	.00	.00	
601 STREET IMPROVEMENT FUND	7,894.18		7,894.18	.00	.00	
911 DOWNTOWN CID SALES TAX	3,172.50		3,172.50	.00	.00	
912 DOWNTOWN CID PROP TAX	10,000.00		10,000.00	.00	.00	
REPORT TOTAL			706,887.65			
OUTSTANDING			706,887.65			
CLEARED			.00			
VOIDED			.00			

City of Moberly

City Council Agenda Summary

Agenda Number: 14
 Department: City Manager
 Date: June 17, 2019

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month May.

Recommended Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS

MONTHLY REPORT

May 2019

A. PROJECTS

Public Work/Community Development

PR/Communications/Grant Specialist – Emily Goyea-Furlong – May Monthly Report

- Managed all City of Moberly social media accounts
- Continued collecting easements for Morley St. and Fisk Ave. sidewalk projects
- Created press releases and dispersed them to media outlets
- Complied information for CDBG grant application
- Worked with a private citizen to begin coordinating a community clean up group/program
- Coordinated and participated in City Wide clean up.
- Advertised for community cleanup program
- Ordered safety vest for community cleanup program
- Attended Wine and Shine at Randolph Co. Historical Society
- Continued working with Downtown Moberly and Chamber of Commerce to plan 2019 Junk Junktion and Big Bam
- Solicited Big Bam sponsorship
- Attended bi-weekly City Council meetings.
- Maintained city website and content.
- Worked with Public Utilities Department to discuss water and sewer rates
- Began working on the Airport Bash.
- Making application for a Fly-Over at the Airport Bash
- Advertised for City job openings
- Managed key distribution for downtown trash containers
- Collected information regarding trash containers corrections and additions
- Forwarded trash container information to Advanced Disposal
- Attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating
- Participating in Building Communities for Better Health data collection coalition
- Worked on EPA grant
- Photographed cemetery for Memorial Day
- Began planning Tons of Trucks event.
- Attended Main St. Moberly monthly meeting.
- Participated in after-action meeting with Fire Dept. and Parks Dept.
- Participated in CDBG public hearing
-

Fennel Building and Associated Property – Holman Construction is supposed to be starting on the building soon. They were to start last week but were assisting some communities with flooding.

Street Maintenance

Chip Seal - ES&S has completed the chip seal this year on several streets and the athletic complex parking lots. We have not used this before, but we know of several communities that have had good luck with it, including Columbia. For the athletic complex where there will be more pedestrian traffic and we will need to restripe, we are going to put an Onyx sand seal over it to better lock in the aggregate and make it somewhat smoother surface. It has packed in well on the streets with traffic, but the irregular pattern and turning of parking lots will require the surface coating. We are working with the City of Columbia on a cooperative bid and they open bids for this material on June 18th. We are going to try and get the contractor up to complete the athletic complex before the July 4th event. It will be difficult at best, and we don't have a way to discuss it up front as we don't know who the low bidder will be. Additionally, we will try to get Remole Painting to stripe it as well, so we can maximize parking.

CRF - Corrective Asphalt Materials was able to get all of the CRF completed in town. This is the material that fills in the voids around aging asphalt. It uses a heavy layer of lime screenings that acts as a binder, filler and blotter to keep traffic from tracking it. It initially unpopular as it can be dusty and extensive loose material as traffic packs it in. While messy, we sweep up the loose material after a few days and within a couple of weeks people have a smoother packed surface. The key is to deliver door hangars in advance to notify people of what to expect and that usually minimizes complaints. Some of the residents that must use the streets that had the applications, but do not physically live on the streets impacted, did not get notified. I think this is what caused some of the complaints this year.

Street striping – Remole Painting will be doing our stripe work this year. He will be starting with some of the athletic complex and some of the streets that have already had surface treatments, such as South Williams. The majority of his work will follow the Microsurface and Mill / Overlay work which will come later in the year.

Auditorium Underground Parking – Some of you may be aware of the underground parking structure in West parking lot of Auditorium. I have heard many stories, but we didn't have enough information to be aware of the size or condition of the area. We also didn't know if it was still open or had been filled in. The street crew excavated the area of the entrance ramp to find that it was filled at that location. We did some coring in other areas and found that at least some of it was still open. We cut into the open area and found that the bulk of the original area was open. Only the entrance had been filled in. The area was still draining but had a slight amount of muck near the approach ramp area. The parking area is under approximately 25% (SW corner) of the West lot. It was in good condition structurally and manhole that had been covered up by multiple asphalt overlays was discovered. This was excavated out and we will raise to flush with the surface. This will provide our future point of access. Crews will make repairs to our point of cut in and close up soon.

We have no plans for the facility at this time, but we needed to know what was there and its condition.

Trash System Change Over – While we continue to get some of the standard complaints of trash being missed, and the occasional question about how to change a cart size, etc. I think the program is otherwise ironed out, and overall, well received. I have heard many people say they love having the cart.

Mixed Glass Recycling Grant – We are working with the consultant for Advanced Disposal to make the necessary modifications to their NPDES permit to allow our proposed glass recycling facility to be completed on their transfer station property. Until I get that modified, they will not formally award us the grant.

Solar Proposal – They are on the last side of City Hall this week. It's somewhat slow going having to work around the carnival vehicles, but they are still making progress. MC Power will be doing a test shut down on City Hall power on Tuesday 11th after 5 pm to determine what all they will need to do for the tie in connection most likely sometime next week. They are also in the process of installing the solar picnic table in Depot Park. The table will have 8 USB ports, a 335-watt panel and two batteries for 24 hours power. I had requested that they have this installed in time for RR Days, and it looks like they will barely make it.

Demolition Grant – The grant for the demolition of 65 houses in town has been submitted. We expect a response as to awards in late August/early Sept. Based on the preliminary scoring, we meet all the objectives. Our administrators (MTCOG) are highly optimistic of its success.

Route M Phase II – This is the pedestrian bridge, radar speed signs and LED strobe lights for the cross walks. This is out for bid at this time. Bids are due June 27th, so we hope to have all the work completed well in advance of school starting in Aug. This will be a commercial quality wooden pedestrian bridge that will be an attractive, functional piece, and the radar speed signs should make a significant impact on traffic speeds through the crosswalk area.

Fisk Avenue RTP - This project has been awarded to Holman Excavating and we are pending scheduling a pre-construction meeting to get it started soon. We anticipate the meeting later this week.

Morley Street STP / Cost Share Project - Emily has secured the easement from Long John Silvers and has a verbal approval from Walgreen's but we have yet to get it acquired through their legal department. Due to the delays on the easement acquisition and the fact that we would still have to go through r/w clearance with MoDot (7 days), bid the project out (30 days), wait for shop drawings and other paperwork before award (10 days, best case) we couldn't start the project until close to the first of August. Due to the flooding around us, many contractors are way behind in finishing projects or are having to do emergency work in some of these areas. As a result, available contractors are thin, as well as materials which drives up prices. After much talk, the consultant and I agree that we would be better served by bidding this in February 2020 and getting more and better bids and having a full construction season.

Garfield & Harrison Curb replacement/installation - Review set of plans and contract documents have been sent to CDBG for review. This is a big project that will have significant work in yards and under road r/w. This would be another project that due to the extent of items and the review process is set to bid later in the year. The extensive amount of flood repairs that will be coming up will be very time sensitive jobs and lucrative pay, which will make our projects very low on the priority list. We are checking with CDBG to see what our boundaries are on timing for this project, and we can't get another project in the works as long as this one is still open, but we have to at least consider what our additional cost may be due to the late year bidding.

Housing Study – This has taken a back seat to other pressing topics, but we are still working with Caplan and Associates to identify areas that might work for multi-family residential apartments. We have a couple of areas in mind that we are working on to either confirm their willingness to sell for development or the City to acquire additional property around some of City owned lots for redevelopment.

Cemetery Department

Our long-time sexton retired last year, and we had a couple of people trained to the extent to fill in briefly, but not to take over long term. The person we trained to take it over didn't work out. We hired another person to take it over and they just resigned to take a position with MoDot. We are trying to hire another person at this time, while not an extremely difficult position, accurate

record keeping, paperwork skills, works independently, good communication skills and being able to read maps and locate burial spaces are surprisingly difficult to find for our starting pay. We are trying to set up interviews with a couple of candidates next week.

Memorial Day is the “Superbowl” for cemeteries, we put several extra staff members out there to make sure we had it looking its best. It’s a difficult time of the year as we don’t usually have our seasonal people leading up to it and this was an extremely wet year, so it was hard to keep the grass cut short where it wasn’t leaving clumps of cuttings. Our crews did a good job and had it looking great

There were three (3) grave lot sold; and one (1) grave opened during the month of May.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly will meet in session on **Tuesday, May 28, 2019 at 6:00 p.m.** in the Council Chambers of City Hall to conduct a public hearing on the following items at that time:

1. An application submitted by Crockett Engineering for a final plat on the Cobblestone Subdivision located at 1001 Sinnock Ave. This property is currently zoned R-2 (Two-Family Residential District).
2. An application submitted by the City of Moberly regarding an individual off our Planning & Zoning Commission being re-appointed to the Historic Preservation Commission.

C. Code Enforcement

Occupancy Inspection – The landlords are becoming more aware of the requirement and are starting to have the most pressing issues addressed when staff shows up. The majority of houses still are not passing the initial inspection, but word of mouth among the landlords has greatly reduced the list of items that are failing the properties. It won’t be long, and they will likely be caught up on where they need to be.

Airport

We are having Lochner complete our ALP/AGIS updates for the airport at this time. These are a necessary step prior to us getting approved and starting design on the reconstruction plans of runway 13/31 in 2020. The runway is an asphalt surface, 100’ wide, 5000’ long. It has a displaced threshold on the North end of a little over 330’, due to the proximity of Hwy, 63.

Due to the number of operations that were registering for the Moberly airport, we were struggling to get approval for the funding to replace our main runway with 5,000’. Fortunately, we were able to have staff track tail numbers and show that we had more than enough operations to meet the minimum.

We will have to extend the runoff pad to the South. We will be milling up all of the old asphalt and can use that material as fill. The new runway will be concrete, but only 75’ wide. This is fairly typical of runways our size. While the local pilots would like to keep the 100’, they know it’s not necessary for the aircraft we service. Some additional length would be a much higher priority. As part of the project, we would also be adding LED runway lights and hopefully MoDOT will have approved LED PAPI lights by that time.

Month of May: Rick

- Tagged 61 houses for vegetation notices, with 11 yards turned in for abatement.
- Violation notice sent to 600 Madison for nuisance violation.
- Still have 2 demolitions 514 Roberts and 317 Johnson that need final grading due to weather delays.
- Received bids on particle demolition of Fennel Building and 505 Johnson.
- Asbestos removed from Cross Lumber building for demolition.
- Asbestos removed from 418 Polston.
- Filed asbestos notification report with DNR and Advanced Disposal for Fennel building.
- Walk thru inspection of solar panels with MC power.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and maintenance issues.

Month of May: Karen

- 151 occupancy inspections, reinspection's, violation notices in the form of letters, door tags or verbal contacts were issued.
- Began our 2nd month doing occupancy inspections since the Fire dept handed over inspections. Most of which has gone smoothly however we begun to fail most properties due to higher standards of property maintenance.
- Respond to citizen complaints, returned phone calls and followed thru with compliance checks.
- Worked on new grass tags and new abatement tags.
- Attended safety committee and plan review meeting as they were scheduled. Began to set up caters for the October Health Fair.
- One item that keeps coming up is "open ground" in most cases this when you test a 3-prong outlet and it shows open ground one only fixes are to return to a 2-prong outlet or set a GFCI either at the outlet or with a circuit breaker in the box.

Month of May: Aaron

- I continued serving the community through performing inspections of new construction and remodels.
- I conversed with an architect firm with regards to plans required for the Moberly Inn and submitted notices of compliance with agreements and items required by the City to be submitted with plans. Confirmation of scope of work was communicated and we are now awaiting plans.
- Handling complaints that have come into the office.
- The other greater part of the month was spent preparing data and documentation for the submission of demolition application to the Mark Twain Council of Governments.
- I expanded my code enforcement tasks to include 3rd ward on the southwest part of town.
- As for residential code enforcement, some cases were opened and other closed from previous months this year. Open cases have been reviewed and some compliance achieved. There are still others that have made some progress and others that have been sent to the attorney for cases in the courts.
- I began reviewing downtown buildings for continued notices of property maintenance to be addressed in June
- The rest of the month was devoted to answering calls and complaints about code interpretation and violations.

City of Moberly - Street Department**May-19*****MAINTENANCE FACILITY***

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	12	0	89	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	37	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00

ROADS & ALLEYWAYS

	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	13	0	0	0	\$0.00
Catch Basin Maintenance	107	0	5	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	29	0	0	0	\$0.00
Culvert Installation	46	0	0	0	\$0.00
Curb Repair	16	0	0	0	\$0.00
Ditch Maintenance	91	0	2	2	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	85	0	0	0	\$0.00
Rock Loaded/Hauled	3	0	0	0	\$0.00
Street Repair & Maintenance	158	0	1	7.5	\$0.00
Street Sign Maintenance	13	0	0	0	\$0.00
Street Sweeper Operation	72	0	42	0	\$0.00
Street Sweepings Hauled to Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	73	0	3	0	\$0.00
Weedeating & Brush Removal, Streets	86.5	0	0	0	\$0.00
Weedkiller Application, Alleys	8	0	3	0	\$0.00
Weedkiller Application, Streets	14	0	0	0	\$0.00

MISCELLANEOUS

	Hours	O/T	Loads	Tons	Cost
Inmate Labor	592	0	0	0	\$0.00
Mowing, City Lots	102	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	17	0	0	0	\$0.00
Sidewalk Maintenance	10	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	12	0	30	0	\$0.00
Trash Removal & Clean-Up, All Wards	18	0	0	0	\$0.00

FACILITIES & EQUIPMENT MAINTENANCE

	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	16	0	0	0	\$0.00
Cemetery Maintenance	209	0	0	0	\$0.00
Grounds Maintenance	16	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	48	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00

MATERIALS PURCHASED

	Loads	Tons	Cubic Yards	Gallons	Cost
164					

Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
<i>MECHANIC WORK PERFORMED</i>					
	Units	Hours			
Routine Service	11	27.5			
Maintenance and Repair	33	90			

To: Moberly City Council; Brian Crane, City Manager
From: Greg Hodge, Director of Finance *GH*
Subject: Monthly Report – May 2019

General Information

May was another busy month in Finance. The main event was work on the 2019-2020 budget. A pair of meetings were held between City staff and the City Council and I'm pleased that after these meetings we have arrived at a mutually agreeable budget. There will still be a few small adjustments to the budget between now and its adoption as part of the June 27 special City Council meeting at 11:00 AM. Matt will provide the final draft of the budget plus a summary of these final adjustments prior to that meeting.

The heavy rains during May led to 15-20 sewer backup claims, a few of them with repeated backups. The maintenance crew does a very good job of responding to these calls at all hours of the day and night. There are many regular maintenance protocols in place to keep the sewer system operating as best it can, and these protocols have shown a considerable reduction in backup claims compared to what they were 12-15 years ago. Although the City is under a 50% deductible program with MIRMA, it still remains an affordable coverage option for the City. MIRMA is only one of two Missouri insurers that offer sewer backup coverage. The other one has a \$10,000 deductible per claim, so the City is financially far ahead with MIRMA in this aspect.

Sales Tax Revenues

Included for your information are charts illustrating the sales tax revenues. General Fund sales tax receipts remain ahead of last year by 1.49% and the other regular sales taxes regained and are now just under 1.4% ahead of last year. The use tax receipts recovered slightly for the month were down, bringing the YTD to 0.26% ahead of last year.

Health Trust Fund

As I anticipated, health claims are beginning to creep upward. May claims were approximately \$95,000 (\$50,000 is normal) and pharmaceuticals were high at just over \$31,000. Overall, claims continue to run well below normal but as you can see this is beginning to change. I will continue to monitor this fund and keep you apprised of any developments.

Health Trust Fund Balance

	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
July	\$572,920.76	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65
August	\$541,019.56	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39
September	\$540,464.92	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60
October	\$476,455.25	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43
November	\$620,283.48	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81
December	\$623,821.35	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06
January	\$684,929.32	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98
February	\$721,917.99	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67
March	\$760,927.81	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63
April	\$778,201.56	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04
May	\$776,875.90	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95
June	\$814,915.08	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	

Feel free to contact me with any questions or concerns.

TO THE HONORABLE MAYOR
and
CITY COUNCIL
of the
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement
of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of

May 2019

A handwritten signature in black ink, appearing to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

City of Moberly Budget Comparison Report - May 2019

		Percentage of Year Completed								91.60%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	501,975.60	7,023,159.57	8,174,043.26	85.92%	665,368.28	7,093,045.37	8,174,043.26	86.78%	
102	Non-Resident Lodging Tax	10,815.65	94,488.90	116,750.00	80.93%	15,385.00	106,195.96	116,750.00	90.96%	
105	Payroll	850.59	5,798.84	0.00	0.00%	-1,090.33	14,234.25	0.00	0.00%	
110	Solid Waste	91,045.80	778,268.32	806,056.16	96.55%	81,257.75	730,886.60	1,147,313.57	63.70%	
114	Heritage Hills Golf Course	46,730.61	48,895.18	0.00	0.00%	46,730.61	48,895.18	0.00	0.00%	
115	Parks and Recreation	131,271.27	1,504,188.12	1,834,505.24	81.99%	131,271.27	1,504,188.12	1,834,505.24	81.99%	
116	Park Sales Tax	91,033.71	1,137,889.06	1,262,500.00	90.13%	138,788.36	1,273,447.03	1,501,650.14	84.80%	
120	Airport	14,820.21	233,399.93	556,215.11	41.96%	7,374.70	248,415.52	556,215.11	44.66%	
125	Perpetual Care Cemetery Sales	500.00	22,925.00	10,000.00	229.25%	0.00	0.00	10,000.00	0.00%	
126	Perpetual Care Cemetery Investment	752.12	5,277.52	14,000.00	37.70%	0.00	0.00	4,000.00	0.00%	
137	Use Tax Trust	385.49	2,759.51	0.00	0.00%	0.00	0.00	0.00	0.00%	
140	Veterans Memorial Flag Project	64.95	9,138.08	3,300.00	276.91%	42.00	6,298.40	1,500.00	419.89%	
141	Community Betterment	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
300	Utilities Collection	548,552.72	4,933,723.56	5,543,356.85	89.00%	537,315.03	4,918,390.70	5,543,356.85	88.73%	
301	Utilities Operation and Maintenance	451,686.27	3,491,588.06	4,097,255.23	85.22%	451,686.27	3,500,269.48	4,097,255.23	85.43%	
302	Utilities Replacement	3,000.00	33,000.00	36,000.00	91.67%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	2,591.59	542,911.53	436,807.87	124.29%	144,392.97	475,552.62	596,422.23	79.73%	
304	Capital Improvement Trust	91,147.94	1,097,936.57	1,211,000.00	90.66%	44,797.27	1,037,495.79	1,664,340.46	62.34%	
306	Utilities Consumer Security	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
307	Sugar Creek Lake Fund	87.99	2,008.76	1,000.00	200.88%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	45,386.07	493,052.00	534,028.75	92.33%	37,772.93	429,672.29	479,662.50	89.58%	
378	2006A SRF Bonds Debt Service	39,240.65	422,671.21	454,265.00	93.05%	27,059.52	312,704.42	404,150.00	77.37%	
379	2004C Bond Debt Service	29,546.53	324,702.43	357,455.00	90.84%	25,674.88	296,914.16	323,050.00	91.91%	
380	2008A Bonds Debt Service	15,357.59	168,506.59	185,412.25	90.88%	37,280.09	158,719.77	167,692.95	94.65%	
400	911 Emergency Telephone	10,043.49	198,355.60	208,000.00	95.36%	30,835.84	102,989.42	248,195.30	41.50%	
406	Inmate Security Fund	74.86	1,064.54	1,300.00	81.89%	0.00	0.00	0.00	0.00%	
408	Police Forfeiture Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
600	168 Transportation Trust	95,491.77	1,310,414.25	3,171,000.00	41.32%	72,587.12	979,633.98	3,248,389.55	30.16%	

City of Moberly Budget Comparison Report - May 2019

		Percentage of Year Completed								91.60%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
601	Street Improvement	32,647.40	393,649.20	389,000.00	101.20%	96,599.76	345,224.15	307,125.00	112.41%	
900	MODAG Grant/Loan	33.52	251.79	0.00	0.00%	0.00	0.00	0.00	0.00%	
901	Misc. Project Residuals	73.33	529.78	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	8.38	5,034.71	0.00	0.00%	-1,463.66	1,874.70	0.00	0.00%	
908	Railcar Preservation Fund	0.00	151.41	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	4,080.75	22,693.98	24,325.20	93.29%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	3,211.51	58,230.03	395,050.00	14.74%	11,870.00	88,401.60	377,260.00	23.43%	
912	Downtown CID Property Tax	215.79	169,053.71	0.00	0.00%	3,386.96	34,771.50	0.00	0.00%	
995	Health Trust	110,388.30	1,218,791.35	0.00	0.00%	166,422.39	1,244,327.11	0.00	0.00%	
TOTALS		2,373,112.45	25,754,509.09	29,822,625.92	86.36%	2,771,345.01	24,952,548.12	30,802,877.39	81.01%	

City of Moberly Cash Balance Report - May 2019

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,056,649.90	495,297.81		701,081.56		1,850,866.15
102	Non-Resident Lodging Tax	167,766.64	10,815.65		15,385.00		163,197.29
105	Payroll	540,365.34	813.55		(1,090.33)		542,269.22
110	Solid Waste	705,780.53	103,762.94		81,257.75		728,285.72
114	Heritage Hills Golf Course	0.00		46,730.61	46,730.61		0.00
115	Parks and Recreation	18,364.06	41,576.22	88,849.65	131,271.27		17,518.66
116	Park Sales Tax	962,513.96	91,033.71		3,208.10	135,580.26	914,759.31
120	Airport	(12,887.90)	14,820.21		7,189.00		(5,256.69)
125	Perpetual Care Cemetery Sales	23,786.23	500.00				24,286.23
126	Perpetual Care Cemetery Investment	454,525.40	752.12				455,277.52
137	Use Tax Trust	245,081.14	385.49				245,466.63
140	Veterans Memorial Flag Project	40,628.31	64.95		42.00		40,651.26
141	Community Betterment	490.18	0.00				490.18
300	Utilities Collection	2,918.08	424,236.13	112,774.93	1,754.28	535,560.75	2,614.11
301	Utilities Operation and Maintenance	60,674.76	2,034.45	451,686.27	451,686.27		62,709.21
302	Utilities Replacement	658,956.17	0.00	3,000.00	0.00		661,956.17
303	Utilities Operating Reserve	727,230.57	10,524.34	0.00	31,618.04	112,774.93	593,361.94
306	Utilities Consumer Security	196,615.96	5,720.00		4,963.20		197,372.76
307	Sugar Creek Lake Fund	55,240.46	87.99				55,328.45
377	2004B SRF Bonds Debt Service	985,219.92	1,550.34	43,835.73	37,772.93		992,833.06
378	2006A SRF Bonds Debt Service	1,399,316.16	2,201.90	37,038.75	27,059.52		1,411,497.29
379	2004C Bond Debt Service	31,455.33	50.28	29,496.25	25,674.88		35,326.98
380	2008A Bonds Debt Service	35,513.28	56.57	15,301.02	37,280.09		13,590.78
Escrow		999,079.88					999,079.88
Total CWWSS (funds 300-380)		5,152,220.57	446,462.00	693,132.95	617,809.21	648,335.68	5,025,670.63
304	Capital Improvement Trust	1,052,370.33	91,147.94		0.00	44,797.27	1,098,721.00
4170	11 Emergency Telephone	354,263.39	10,043.49		30,835.84		333,471.04

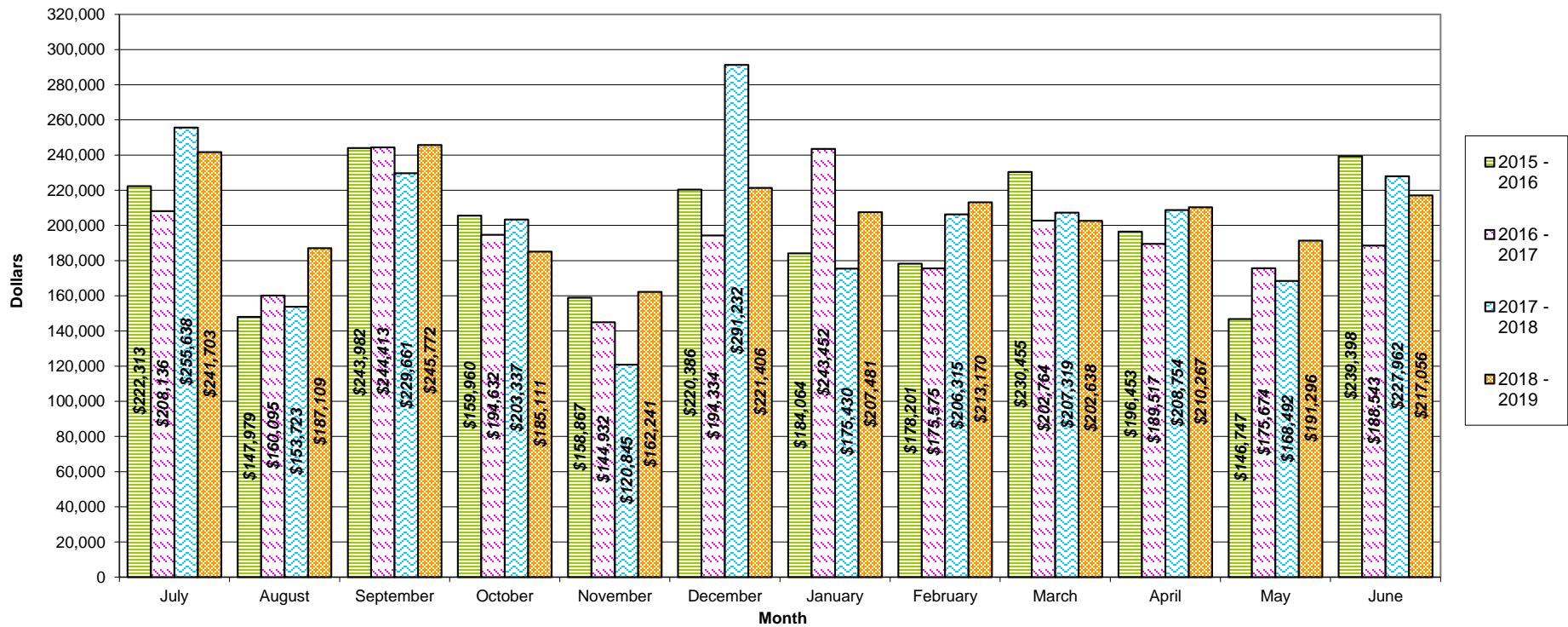
City of Moberly Cash Balance Report - May 2019

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
406	Inmate Security Fund	12,409.10	74.86				12,483.96
408	Police Forfeiture Fund	4,320.59					4,320.59
600	Transportation Trust	1,631,520.80	95,491.77		72,587.12		1,654,425.45
601	Street Improvement	520,064.01	32,647.40		96,502.80		456,208.61
900	MODAG Grant/Loan	21,470.47	33.52				21,503.99
901	Misc. Project Residuals	47,006.04	73.33				47,079.37
905	ICSC/Buxton Scholarship	5,662.69	8.38		(1,463.66)		7,134.73
908	Railcar Preservation Fund	580.48	0.00				580.48
909	Lucille Manor CDBG Reimbursement	176,172.11	4,080.75				180,252.86
911	Downtown CID Sales Tax	2,214.59	3,211.51		11,870.00		(6,443.90)
912	Downtown CID Property Tax	137,453.38	215.79		3,386.96		134,282.21
995	Health Trust	199,662.04	110,388.30		166,422.39		143,627.95
995	Investments	400,000.00					400,000.00
Total Health Trust		599,662.04	110,388.30	0.00	166,422.39	0.00	543,627.95
Total Cash		14,920,454.38	1,553,701.69	828,713.21	1,983,025.62	828,713.21	14,491,130.45
Less Escrow Accounts		(999,079.88)					(999,079.88)
Less Investments		(400,000.00)					(400,000.00)
Less Petty Cash		(2,950.00)					(2,950.00)
Net Cash per Bank Cash Report		13,518,424.50	1,553,701.69	828,713.21	1,983,025.62	828,713.21	13,089,100.57

City of Moberly
One Percent (1%) General Fund Sales Tax Analysis

	2015 - 2016				2016 - 2017				2017 - 2018				2018 - 2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.36%	\$222,313	-10.73%	-10.73%	8.96%	\$208,136	-6.38%	-6.38%	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%
August	6.23%	\$147,979	-9.55%	-10.26%	6.89%	\$160,095	8.19%	-0.56%	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%
September	10.28%	\$243,982	13.12%	-2.24%	10.53%	\$244,413	0.18%	-0.27%	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%
October	8.66%	\$205,604	-0.82%	-1.88%	8.38%	\$194,632	-5.34%	-1.54%	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%
November	6.69%	\$158,867	-11.63%	-3.61%	6.24%	\$144,932	-8.77%	-2.71%	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%
December	9.28%	\$220,386	14.14%	-0.77%	8.37%	\$194,334	-11.82%	-4.39%	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%
January	7.75%	\$184,064	-13.39%	-2.66%	10.48%	\$243,452	32.26%	0.49%	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%
February	7.50%	\$178,201	-0.86%	-2.46%	7.56%	\$175,575	-1.47%	0.27%	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%
March	9.71%	\$230,455	13.50%	-0.66%	8.73%	\$202,764	-12.02%	-1.31%	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%
April	8.27%	\$196,453	-8.06%	-1.45%	8.16%	\$189,517	-3.53%	-1.53%	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%
May	6.18%	\$146,747	1.95%	-1.22%	7.57%	\$175,674	19.71%	-0.07%	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%
June	10.08%	\$239,398	-2.44%	-1.34%	8.12%	\$188,543	-21.24%	-2.21%	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%
Total	100.00%	\$2,374,447			100.00%	\$2,322,067			100.00%	\$2,448,705			100.00%	\$2,485,248		

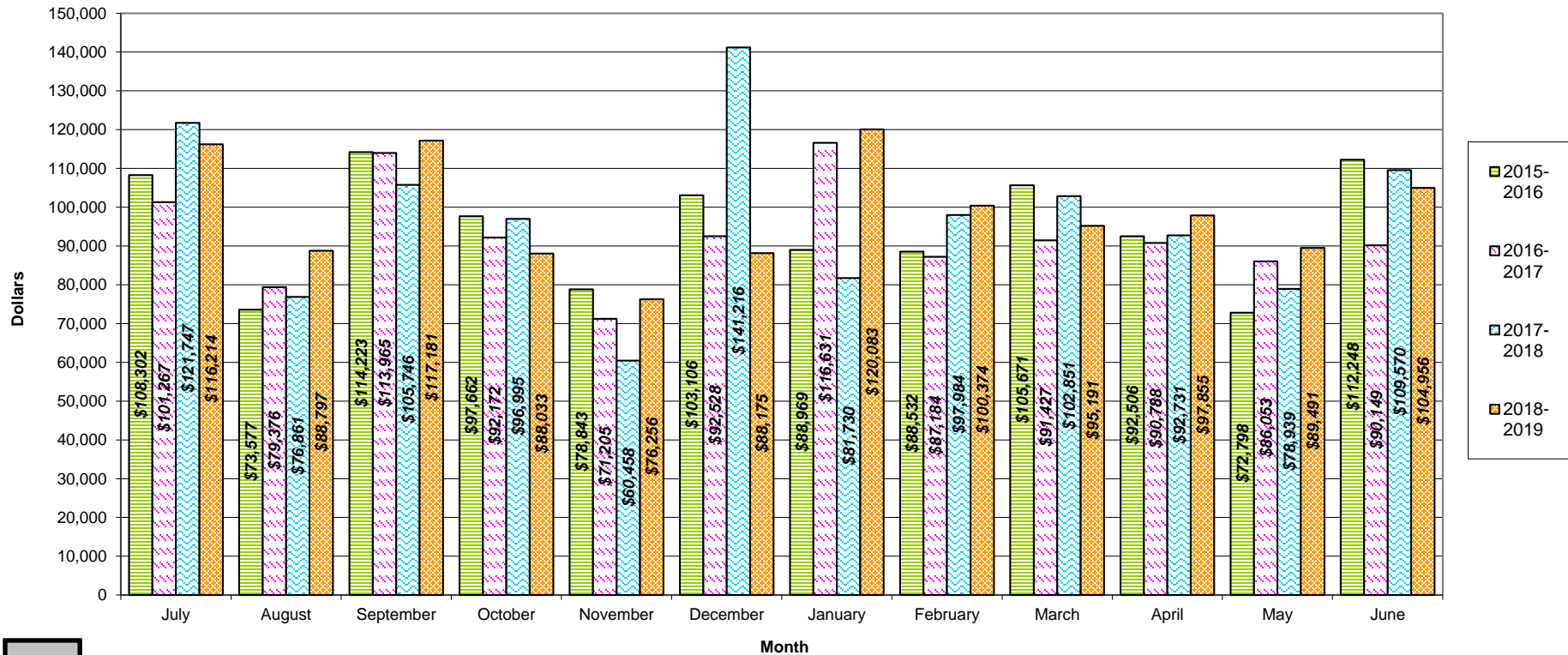
Annual Comparison by Month



City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

	2015-2016				2016-2017				2017-2018				2018-2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.53%	\$108,302	-7.47%	-7.47%	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%
August	6.47%	\$73,577	-9.09%	-8.13%	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%
September	10.05%	\$114,223	9.98%	-1.90%	10.24%	\$113,965	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%
October	8.59%	\$97,662	2.12%	-0.93%	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%
November	6.94%	\$78,843	-11.64%	-2.90%	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%
December	9.07%	\$103,106	14.24%	-0.22%	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%
January	7.83%	\$88,969	-13.46%	-2.22%	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%
February	7.79%	\$88,532	-0.23%	-1.99%	7.84%	\$87,184	-1.52%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%
March	9.30%	\$105,671	17.44%	0.05%	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%
April	8.14%	\$92,506	-8.35%	-0.84%	8.16%	\$90,788	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%
May	6.41%	\$72,798	1.98%	-0.64%	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%
June	9.88%	\$112,248	-0.79%	-0.66%	8.10%	\$90,149	-19.69%	-2.08%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%
Total	100.00%	\$1,136,437			100.00%	\$1,112,745			100.00%	\$1,166,827			100.00%	\$1,182,605		

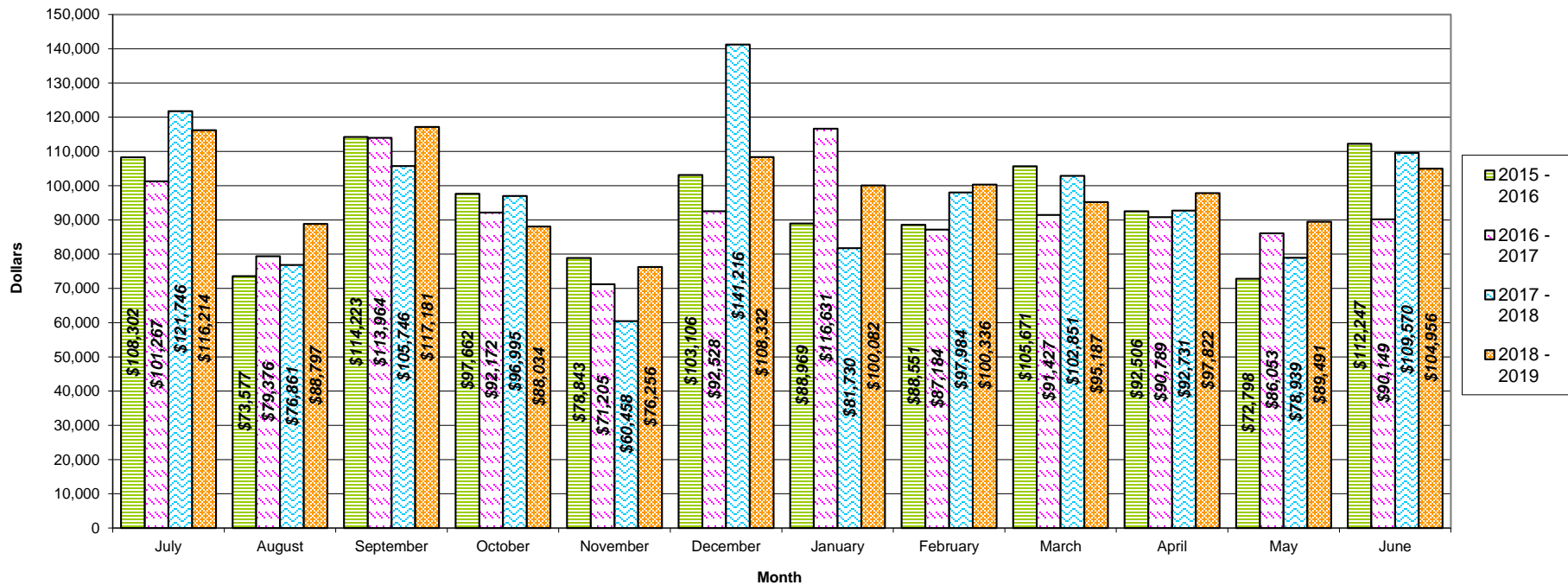
Annual Comparison by Month



City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

	2015 - 2016				2016 - 2017				2017 - 2018				2018 - 2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.53%	\$108,302	-7.47%	-7.47%	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%
August	6.47%	\$73,577	-9.09%	-8.13%	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%
September	10.05%	\$114,223	9.98%	-1.90%	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%
October	8.59%	\$97,662	2.12%	-0.93%	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%
November	6.94%	\$78,843	-11.64%	-2.90%	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%
December	9.07%	\$103,106	14.24%	-0.22%	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%
January	7.83%	\$88,969	-13.46%	-2.22%	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%
February	7.79%	\$88,551	-0.21%	-1.99%	7.84%	\$87,184	-1.54%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%
March	9.30%	\$105,671	17.44%	0.05%	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%
April	8.14%	\$92,506	-8.35%	-0.83%	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%
May	6.41%	\$72,798	1.98%	-0.64%	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%
June	9.88%	\$112,247	-0.79%	-0.65%	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%
Total	100.00%	\$1,136,455			100.00%	\$1,112,745			100.00%	\$1,166,827			100.00%	\$1,182,688		

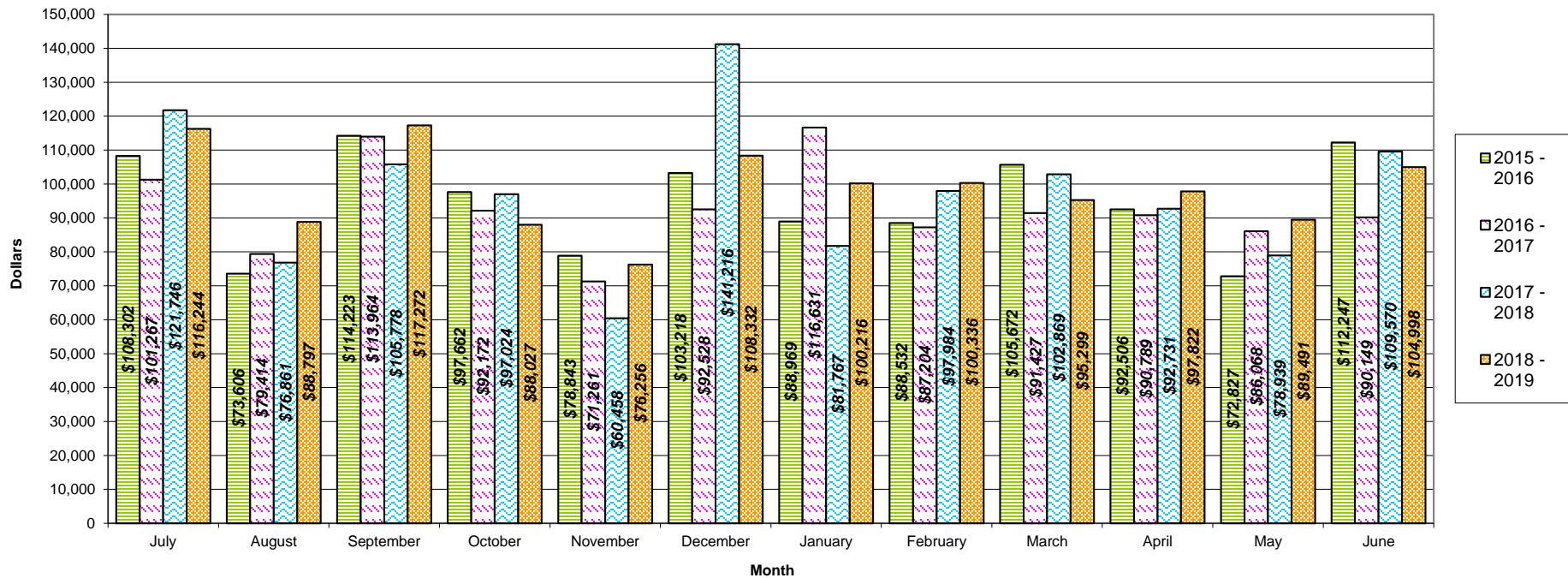
Annual Comparison by Month



City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

	2015 - 2016				2016 - 2017				2017 - 2018				2018 - 2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.53%	\$108,302	-7.54%	-7.54%	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%
August	6.48%	\$73,606	-9.15%	-8.20%	7.14%	\$79,414	7.89%	-0.67%	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%
September	10.05%	\$114,223	9.98%	-1.95%	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%
October	8.59%	\$97,662	2.12%	-0.97%	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%
November	6.94%	\$78,843	-11.73%	-2.94%	6.40%	\$71,261	-9.62%	-3.08%	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%
December	9.08%	\$103,218	14.36%	-0.24%	8.31%	\$92,528	-10.36%	-4.38%	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%
January	7.83%	\$88,969	-13.46%	-2.23%	10.48%	\$116,631	31.09%	0.36%	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%
February	7.79%	\$88,532	-0.26%	-2.01%	7.84%	\$87,204	-1.50%	0.14%	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%
March	9.30%	\$105,672	17.44%	0.03%	8.22%	\$91,427	-13.48%	-1.53%	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%
April	8.14%	\$92,506	-8.35%	-0.85%	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%
May	6.41%	\$72,827	1.94%	-0.66%	7.73%	\$86,068	18.18%	-0.16%	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%
June	9.88%	\$112,247	-0.79%	-0.67%	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%
Total	100.00%	\$1,136,607			100.00%	\$1,112,873			100.00%	\$1,166,944			100.00%	\$1,183,089		

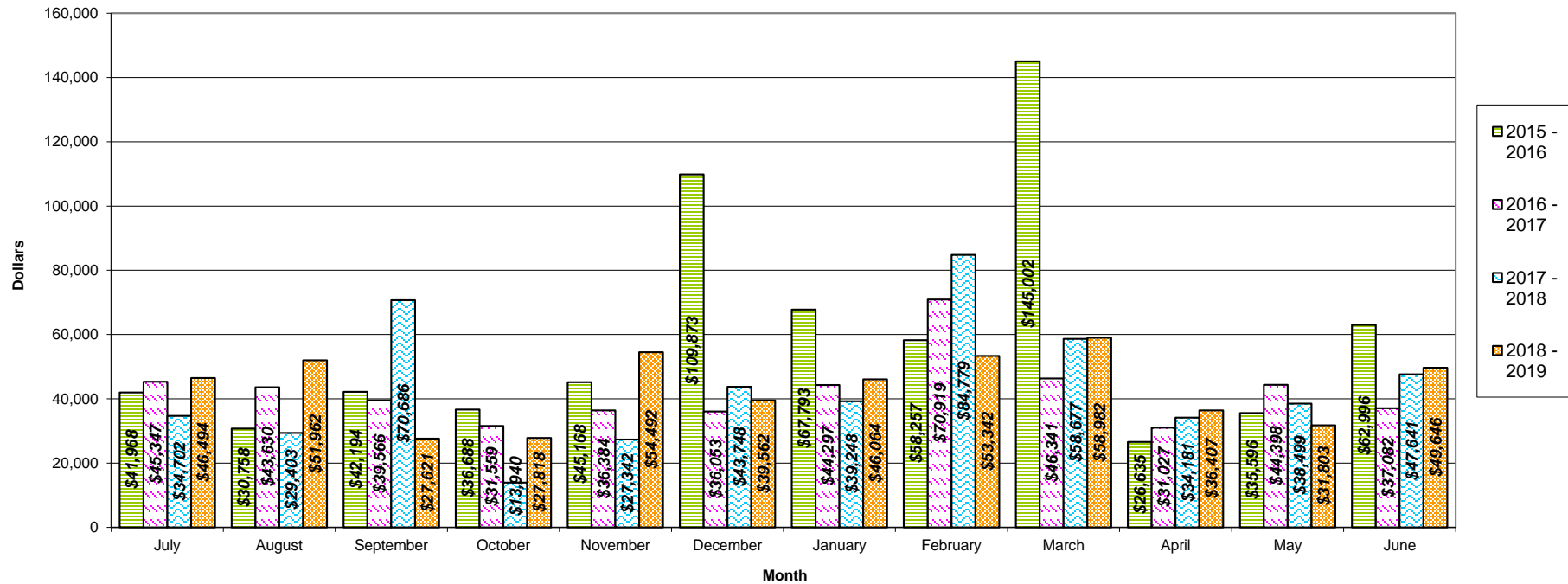
Annual Comparison by Month



City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis

	2015 - 2016				2016 - 2017				2017 - 2018				2018 - 2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	5.97%	\$41,968	-27.65%	-27.65%	8.95%	\$45,347	8.05%	8.05%	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%
August	4.38%	\$30,758	-58.22%	-44.75%	8.61%	\$43,630	41.85%	22.34%	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%
September	6.00%	\$42,194	-33.33%	-41.04%	7.81%	\$39,566	-6.23%	11.85%	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%
October	5.22%	\$36,688	-61.66%	-47.83%	6.23%	\$31,559	-13.98%	5.60%	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%
November	6.43%	\$45,168	-25.96%	-44.04%	7.18%	\$36,384	-19.45%	-0.15%	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%
December	15.63%	\$109,873	53.74%	-27.52%	7.12%	\$36,053	-67.19%	-24.17%	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%
January	9.64%	\$67,793	91.42%	-18.33%	8.74%	\$44,297	-34.66%	-26.07%	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%
February	8.29%	\$58,257	33.69%	-13.82%	14.00%	\$70,919	21.73%	-19.63%	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%
March	20.63%	\$145,002	192.76%	4.73%	9.15%	\$46,341	-68.04%	-31.78%	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%
April	3.79%	\$26,635	-18.79%	3.41%	6.12%	\$31,027	16.49%	-29.65%	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%
May	5.06%	\$35,596	-34.81%	0.14%	8.76%	\$44,398	24.73%	-26.63%	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%
June	8.96%	\$62,996	62.91%	3.73%	7.32%	\$37,082	-41.14%	-27.93%	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%
Total	100.00%	\$702,927			100.00%	\$506,603			100.00%	\$522,845			100.00%	\$524,193		

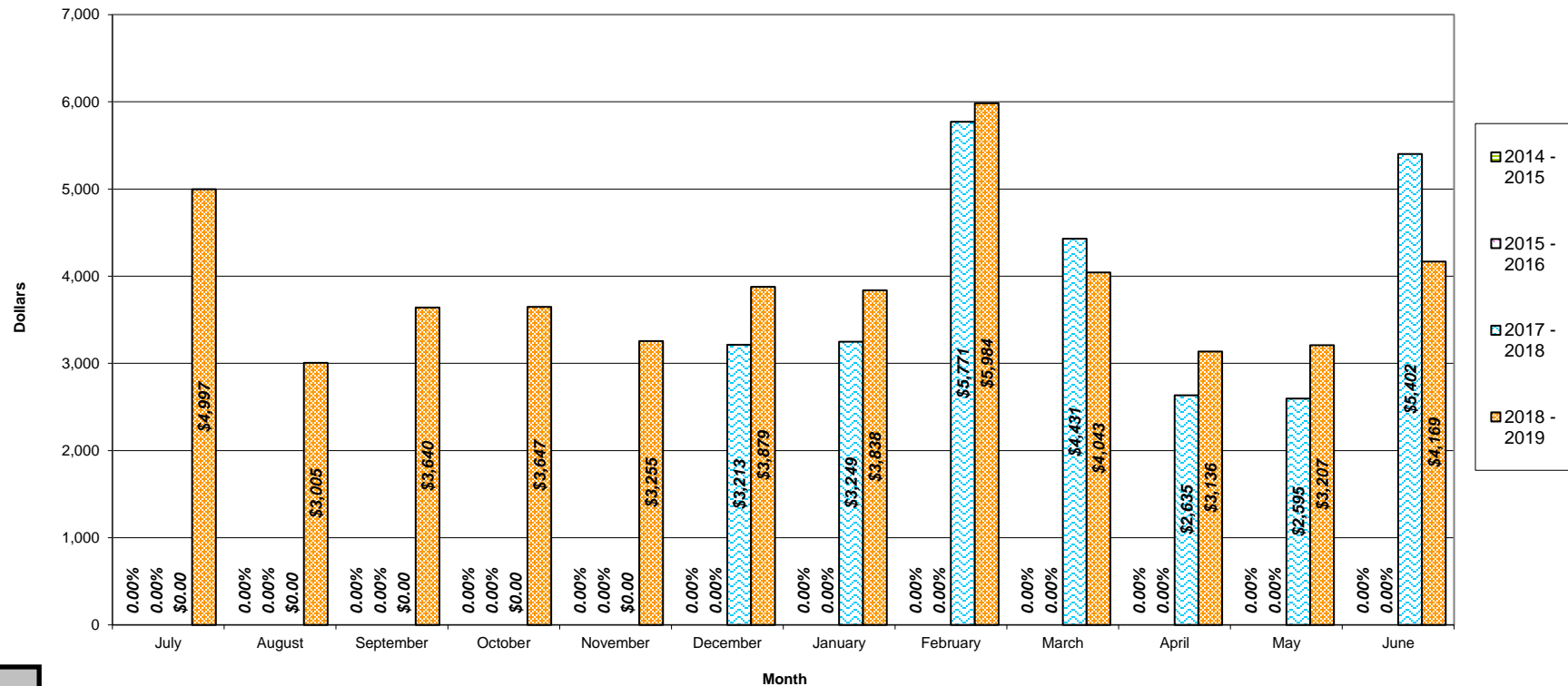
Annual Comparison by Month



City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

	2014 - 2015				2015 - 2016				2017 - 2018				2018 - 2019			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10.68%	\$4,997	NA	NA
August	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.42%	\$3,005	NA	NA
September	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	7.78%	\$3,640	NA	NA
October	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	7.79%	\$3,647	NA	NA
November	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.96%	\$3,255	NA	NA
December	NA	NA	NA	NA	NA	NA	NA	NA	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%
January	NA	NA	NA	NA	NA	NA	NA	NA	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%
February	NA	NA	NA	NA	NA	NA	NA	NA	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%
March	NA	NA	NA	NA	NA	NA	NA	NA	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%
April	NA	NA	NA	NA	NA	NA	NA	NA	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%
May	NA	NA	NA	NA	NA	NA	NA	NA	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%
June	NA	NA	NA	NA	NA	NA	NA	NA	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%
Total									100.00%	\$27,296			100.00%	\$46,801		

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
May 2019

<u>Income</u>	<u>July 2018-May 2019</u>	<u>July 2017-May 2018</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	362.60	14,220.72	(13,858.12)	-97.45%
4901 Interest Income	11,896.29	10,679.99	1,216.30	11.39%
4950 Employer Contributions	1,014,361.59	1,049,712.06	(35,350.47)	-3.37%
4951 Employee Contributions	192,170.87	161,040.00	31,130.87	19.33%
4952 Employee Cobra Payments	0.00	2,315.42	(2,315.42)	-100.00%
4953 Reinsurance Refunds	<u>0.00</u>	<u>379,570.13</u>	<u>(379,570.13)</u>	<u>-100.00%</u>
Total Income	1,218,791.35	1,617,538.32	(398,746.97)	-24.65%
 <u>Expenditures</u>				
5415 Other Professional Services	2,020.00	2,220.00	(200.00)	-9.01%
5806 Miscellaneous	0.00	5,986.34	(5,986.34)	-100.00%
5817 Bank Fees	1,152.07	1,519.64	(367.57)	-24.19%
5850 Health Claims Paid	601,687.10	1,235,966.83	(634,279.73)	-51.32%
5851 Pharmaceuticals	261,709.71	222,951.80	38,757.91	17.38%
5852 Reinsurance Premiums	258,440.34	274,496.19	(16,055.85)	-5.85%
5853 Life Insurance Premiums	29,562.91	29,182.79	380.12	1.30%
5854 Medical Claims Admin Fees	16,089.60	20,979.36	(4,889.76)	-23.31%
5855 Dental Claims Admin Fees	8,021.03	4,138.75	3,882.28	93.80%
5856 PPO Network Admin Fees	0.00	6,800.00	(6,800.00)	-100.00%
5857 Dental Claims Paid	<u>65,644.35</u>	<u>13,100.20</u>	<u>52,544.15</u>	<u>401.09%</u>
Total Expenditures	<u>1,244,327.11</u>	<u>1,817,341.90</u>	<u>(573,014.79)</u>	<u>-31.53%</u>
 Net Income (Loss)	 <u>(25,535.76)</u>	 <u>(199,803.58)</u>	 <u>174,267.82</u>	 <u>-87.22%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
May 31, 2019

<u>ASSETS</u>	<u>May 31, 2019</u>	<u>May 31, 2018</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>143,627.95</u>	<u>208,960.67</u>	<u>(65,332.72)</u>	<u>-31.27%</u>
Total Current Assets	<u>143,627.95</u>	<u>208,960.67</u>	<u>(65,332.72)</u>	<u>-31.27%</u>
Other Assets				
1300 Investments	<u>400,000.00</u>	<u>400,000.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Other Assets	<u>400,000.00</u>	<u>400,000.00</u>	<u>0.00</u>	<u>0.00%</u>
TOTAL ASSETS	<u>543,627.95</u>	<u>608,960.67</u>	<u>(65,332.72)</u>	<u>-10.73%</u>
<u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>569,163.71</u>	<u>808,764.25</u>	<u>(239,600.54)</u>	<u>-29.63%</u>
Net Income (Loss)	<u>(25,535.76)</u>	<u>(199,803.58)</u>	<u>174,267.82</u>	<u>-87.22%</u>
Total Equity	<u>543,627.95</u>	<u>608,960.67</u>	<u>(65,332.72)</u>	<u>-10.73%</u>
TOTAL LIABILITIES & EQUITY	<u>543,627.95</u>	<u>608,960.67</u>	<u>(65,332.72)</u>	<u>-10.73%</u>

City of Moberly
Health Trust Contribution Calculation
May 2019

Health Trust Fund target balance	1,000,000.00
Less invested funds	(400,000.00)
Adjusted Health Trust Fund target balance	600,000.00
Health Trust Fund cash balance @ 5/30/19	74,962.48
Amount needed to return balance to adjusted target balance	525,037.52
Standard City contribution calculated on employee insurance census report	97,658.93
Over budget adjustment amount (if necessary)	(6,939.37)
City contribution amount	90,719.56

(the lesser of the amount needed to return the fund balance to the adjusted target balance or the standard City contribution)

Budget Comparison

Total 2018-2019 budgeted health insurance cost	\$ 1,087,764.50
Total YTD health insurance contributions	\$ 997,153.72
Total YTD budgeted health insurance expense	\$ 997,153.72
% of 2018-2019 budget expended	91.67%
% of fiscal year passed	91.67%
Amount under (over) budget YTD	\$ -
Percentage under (over) budget YTD	0.00%

06/03/19
11:54

Moberly Police Department
Total CAD Calls Received, by Nature of Call

Page: 343
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	6	0.68
Accident/Motor Vehicle	24	2.73
Alarm Call	19	2.16
Animal Bite	5	0.57
Animal Complaint	83	9.43
Assault	11	1.25
Assist Other Agency	25	2.84
Assist Public/Employee	83	9.43
Building Check	42	4.77
Burglary	4	0.45
City Ordinance Violation	1	0.11
Damage Property	16	1.82
Dangerous Drug	1	0.11
Death Investigation	2	0.23
Domestic Abuse	2	0.23
E911 Check	5	0.57
Field Contact	34	3.86
Fire Call	2	0.23
Forgery	1	0.11
Found Property/Contraband	15	1.70
Fraud	5	0.57
Funeral Escort	1	0.11
Harassment	10	1.14
Health Safety	4	0.45
Keeping the Peace	4	0.45
Lost Property	1	0.11
Medical Assist\RCAD	2	0.23
Parking Violation	18	2.05
Peace Disturbance	67	7.61
Sex Offenses	3	0.34
Shots Fired	2	0.23
Special Assignment	2	0.23
Stealing	34	3.86
Suicide/Suicide Attempt	1	0.11
Suspicious Activity	68	7.73
Suspicious Person	22	2.50
Suspicious Vehicle	25	2.84
Traffic Complaint	159	18.07
Trespass/Refusing to Leave	7	0.80
Warrant Arrest	23	2.61
Try to Contact/Well-Being	41	4.66
Total Calls:		880

Report Includes:

All dates between `00:00:01 05/01/19` and `23:59:59 05/31/19`
All nature of incidents
All cities matching `MOB`
All types
All priorities
All agencies matching `1`

*** End of Report \SpillmanServer\app\tmp\reportTmp_aspilman\r

City of



Police Department

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

Division of Criminal Investigation

Monthly Report

May 2019

1. Statutory Rape
2. Child Molestation 1st Degree: 28 year old suspect J.B., 4 year old victim K.B. Case closed unfounded.
3. Possession of Controlled Substance- LR, 43 year old female suspect. Reports to RCPA.
4. Driving While Intoxicated: Suspect: DW, B/M, 49 yoa; Victim: State of Missouri.
5. Driving While Suspended: Suspect: DW, B/M, 49 yoa; Victim: State of Missouri.
6. Driving While Intoxicated: Suspect: JB, W/M, 53 yoa; Victim: State of Missouri.

Cases Cleared.....6

Interviews.....57

Interrogations.....2

Reports Written.....85

Special Assignments

Monthly Report

Executed Residential Search Warrant (Child Abuse)

Processed Evidence (Child Abuse)

Interviewed Suspect (Child Abuse)

Attempted to Located Wanted Subject

Attempted to Contact Witness (Child Abuse)

Liquor License: B&B Theatre

Area of Rothwell Park Checked

Contacted Victim (Burglary)

Building Check of Moberly High School

Building Check of Moberly Middle School

Building Check of Gratz Brown Elementary School

Received Children's Division Hotline Investigation

Interviewed Juvenile (Child Abuse Case)

Interviewed Suspect (Child Abuse Case)

Liquor License: A Stroke of Magic

Firearm Training (1 Day)
Applied for Cell Phone Search Warrant (Child Abuse)
Applied for Cell Phone Search Warrant (Homicide)
Assisted with Traffic Accident
Released Property to Owner (Assault Case)
Attempted to Contact Witness (Child Abuse)
Liquor License: Travel Center
Attempted to Contact Suspect (Sex Offense)
Reviewed Forensic Interview (Child Molestation)
Contacted Suspect (Child Molestation)
Contacted by Dept. of Aging Investigator (Elder Abuse)
Conducted Surveillance on Residence (Stealing Case)
Attempted to Contact Victim (Fraud/Stealing/Elder Abuse)
Participated in the Special Olympics Torch Run
Reviewed and Approved Reports
Interrogated sexual assault suspect at Randolph County Justice Center
Attended Forensic Interview at Rainbow House in Columbia, Missouri
Responded to Moberly High School in reference to an allegation of sexual abuse
Assisted Randolph County Sheriff's Department with apprehension of suspect of assault on law enforcement officer
Assisted patrol attempt to locate subject who eluded from law enforcement
Contacted Oklahoma State Highway Patrol in reference to providing information in regards to the whereabouts of a subject with active warrant for sexual assault
Assisted Northern Missouri Drug Task Force with narcotics search warrant
Canvassed area in reference to assault investigation
Assisted patrol with uncooperative subject
Contacted witness in reference to assault investigation
Supervisors meeting
Attended 3 Forensic Interviews at Rainbow House in Columbia, MO
Acted as Watch Commander
Case review with PA Luntsford
Processed vehicle at aviator lane in reference to assault investigation
Assisted with serving search warrant.
Served search warrant to owner of residence.
Searched residence involved in search warrant.
Located and collected evidence involved in search warrant.
Spoke with father of victim of Robbery.
Liquor License Application- Bean of Moberly.
Liquor License Application- Moberly Mart.
Liquor License Application- Xpress Liquor & Smokes 402 S Morley.
Liquor License Application- Xpress Liquor & Smokes 817 S Morley.
Assisted with manhunt in Randolph County.
Qualified with handgun.
Qualified with AR-15.
Qualified with Shotgun.
Made report to Child Abuse Hotline.

City of



Police Department

Troy Link
Chief of Police
264th Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Assisted with traffic control at motor vehicle accident.
Called in for Sex Abuse investigation.
Spoke with witnesses from sex abuse investigation.
Completed 3 referrals to Rainbow House.
Responded to Rainbow House in Columbia for 3 forensic interviews.
Completed forms at Rainbow House for release of evidence.
Assisted with Stealing investigation.
Provided written request for video to Central Bank.
Assisted with traffic control for Special Olympics Torch Run.
Responded to golf course to assist with burglary investigation.
Attended 2 forensic interview in Columbia.
Completed forms for Rainbow House for forensic interviews.
Assisted patrol with Peace Disturbance.
Assisted patrol with Assault on LEO.
Typed intel report and sent to NOMO Drug Task Force.
Assisted patrol with Peace Disturbance.
Assisted patrol with a Shots Fired/ Armed Criminal Action/ Assault.
Assisted NOMO Drug Task Force with a search warrant.
Follow up investigation on Shots fired/ Assault call from previous night.
Consent search of vehicle involved in shots fired call.

Respectfully Submitted,

Tracey Whearty
Commander

**Moberly Fire Department
May Monthly Report
2019**



City of Moberly Fire Department

Emergency Dial 911

Station #1 660-269-8705 EXT 2032

Fax# 660-263-0596

E-mail galbert@moberlyfd.com

Station #2 660-263-4121

310 N. Clark

Moberly, MO 65270-1520

Fire Chief

George Albert

To: Mayor and City Council
From: George Albert, Fire Chief
Date: June 4, 2019
Re: May 2019 Monthly Council Report

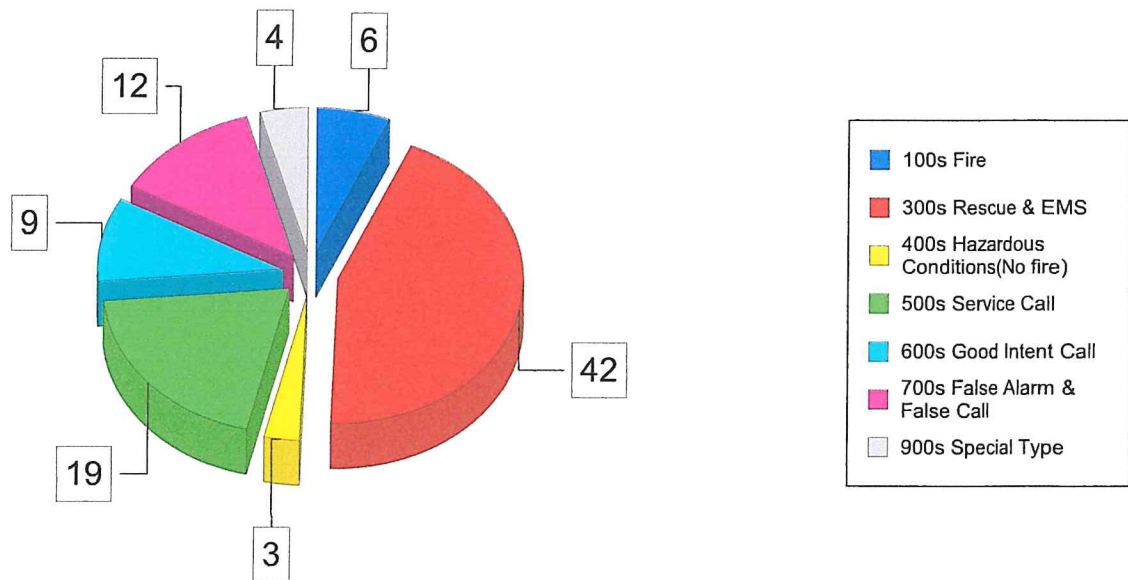
- The Moberly Fire Department responded to a 95 incidents (34 different types of service to the community).
- The Department completed 676 hours of training on Health and Wellness, 1043 live fire training, report writing, SOG's, tower operations, pre-plans, initial size-up, and firefighter safety and haz-mat.
- Emergency Management received EMPG funding, had a new tornado siren was installed at 1000 N. Morley at station 2, and completed the LEPC tabletop exercise.
- Fire Department Community Service involvement: Hospital's 5k provided tower truck, station tour for day care, assisted with the flag project at the Oakland Cemetery, Community clean up, stood by for confined space entry by Public Works, participated with Moberly Nursing Rehab on evacuation drill, and supplied 1st responders for the 4H Rodeo.
- Chief Albert completed the Randolph County Excel program, attended the Region B Fire Chief's meeting, held an AAR for a chemical spill, had meeting with SEMA and Division of Fire Safety Mutual Aid offices, attended the MOCHIEFS meeting, and assisted Brunswick EOC on flooding.
- Firefighters have been completing pre-plans, and are doing company inspections.
- Hose testing will start in June along with Driver course.

Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:
100 Fire, other	1
111 Building fire	1
142 Brush, or brush and grass mixture fire	1
1511 Household Refuse Fire	2
1512 Building Materials/ Demo Mat. Fire	1
3112 Lift Assistance	8
3113 Standby, No care provided	3
321 EMS call, excluding vehicle accident with injury	28
322 Vehicle accident with injuries	2
324 Motor vehicle accident with no injuries	1
400 Hazardous condition, other	2
442 Overheated motor	1
5001 Gas Appliance Inspection	8
5005 CFO Inspection	2
5101 Assist person in distress	1
5311 Report of odor with nothing found	1
542 Animal rescue	1
553 Public service	1
554 Assist invalid	3
561 Unauthorized burning	2
600 Good intent call, other	1
611 Dispatched & canceled en route	4
631 Authorized controlled burning	1
651 Smoke scare, odor of smoke	1
652 Steam, vapor, fog or dust thought to be smoke	1
653 Barbecue, tar kettle	1
733 Smoke detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	3
736 CO detector activation due to malfunction	1
7401 Unintentional alarm transmission medical	1
743 Smoke detector activation, no fire - unintentional	1
745 Alarm system sounded, no fire - unintentional	4
746 Carbon monoxide detector activation, no CO	1
911 Citizen complaint	4
Total Number of Incidents:	95
Total Number of Incident Types:	34

Print Date: 6/4/2019



Graphed Items are sorted by Incident Type

Type Of Incident:

100 Series-Fire
 300 Series-Rescue & EMS
 400 Series-Hazardous Conditions(No fire)
 500 Series-Service Call
 600 Series-Good Intent Call
 700 Series-False Alarm & False Call
 900 Series-Special Type

Total Of Incidents:

6
 42
 3
 19
 9
 12
 4

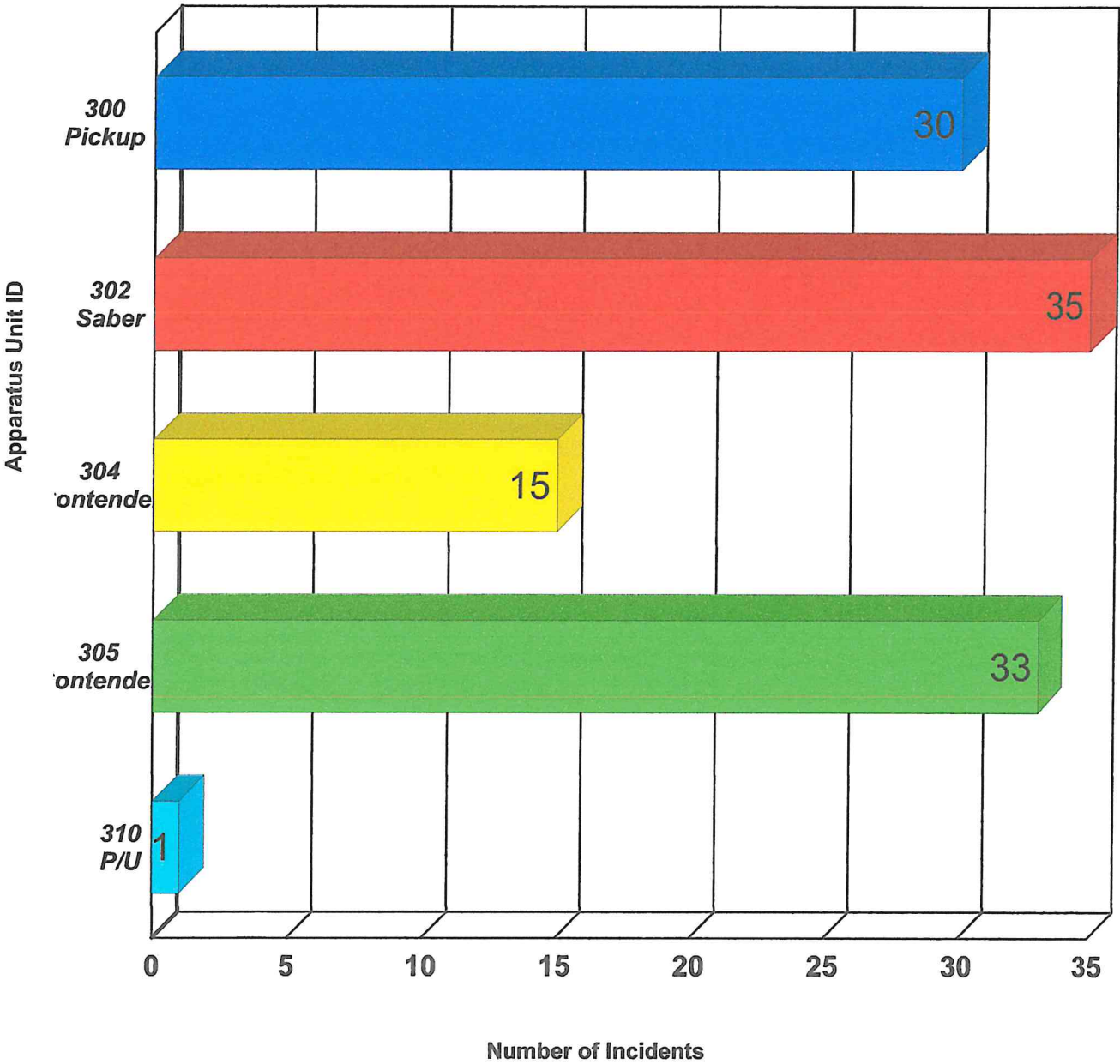
Percentage Value:

6.32%
 44.21%
 3.16%
 20.00%
 9.47%
 12.63%
 4.21%

Grand Total: 95

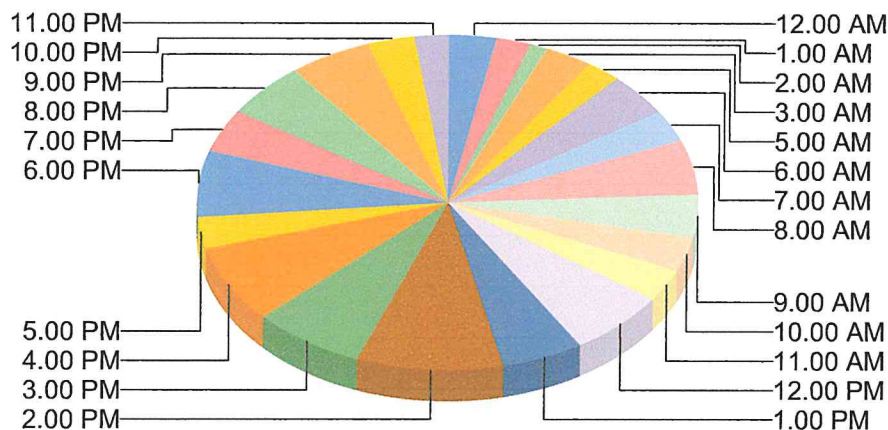
Type Of Incident Most Frequent: 300 Series-Rescue & EMS

Print Date: 6/4/2019



Total Amount of Incidents: 95
Apparatus Count: 5

Incident Statistics by Hour of the Day



12.00 AM	3.2%
1.00 AM	2.1%
2.00 AM	1.1%
3.00 AM	3.2%
5.00 AM	2.1%
6.00 AM	4.2%
7.00 AM	3.2%
8.00 AM	5.3%
9.00 AM	4.2%
10.00 AM	3.2%
11.00 AM	3.2%
12.00 PM	6.3%
1.00 PM	5.3%
2.00 PM	9.5%
3.00 PM	7.4%
4.00 PM	7.4%
5.00 PM	3.2%
6.00 PM	6.3%
7.00 PM	4.2%
8.00 PM	5.3%
9.00 PM	5.3%
10.00 PM	3.2%
11.00 PM	2.1%
Total:	100.0%

Hour of the Day: 12.00 AM

Total # of Incidents: 3.00

% of Total Incidents: 3.16%

Hour of the Day: 1.00 AM

Total # of Incidents: 2.00

% of Total Incidents: 2.11%

Hour of the Day: 2.00 AM

Total # of Incidents: 1.00

% of Total Incidents: 1.05%

Hour of the Day: 3.00 AM

Total # of Incidents: 3.00

% of Total Incidents: 3.16%

Hour of the Day: 5.00 AM

Total # of Incidents: 2.00

% of Total Incidents: 2.11%

Hour of the Day: 6.00 AM

Total # of Incidents: 4.00

% of Total Incidents: 4.21%

Hour of the Day: 7.00 AM

Total # of Incidents: 3.00

% of Total Incidents: 3.16%

Hour of the Day: 8.00 AM

Total # of Incidents: 5.00

% of Total Incidents: 5.26%

Hour of the Day: 9.00 AM

Total # of Incidents: 4.00

% of Total Incidents: 4.21%

Hour of the Day: 10.00 AM

Total # of Incidents: 3.00

% of Total Incidents: 3.16%

Hour of the Day: 11.00 AM

Total # of Incidents:	3.00	% of Total Incidents:	3.16%
Hour of the Day: 12.00 PM			
Total # of Incidents:	6.00	% of Total Incidents:	6.32%
Hour of the Day: 1.00 PM			
Total # of Incidents:	5.00	% of Total Incidents:	5.26%
Hour of the Day: 2.00 PM			
Total # of Incidents:	9.00	% of Total Incidents:	9.47%
Hour of the Day: 3.00 PM			
Total # of Incidents:	7.00	% of Total Incidents:	7.37%
Hour of the Day: 4.00 PM			
Total # of Incidents:	7.00	% of Total Incidents:	7.37%
Hour of the Day: 5.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	3.16%
Hour of the Day: 6.00 PM			
Total # of Incidents:	6.00	% of Total Incidents:	6.32%
Hour of the Day: 7.00 PM			
Total # of Incidents:	4.00	% of Total Incidents:	4.21%
Hour of the Day: 8.00 PM			
Total # of Incidents:	5.00	% of Total Incidents:	5.26%
Hour of the Day: 9.00 PM			
Total # of Incidents:	5.00	% of Total Incidents:	5.26%
Hour of the Day: 10.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	3.16%
Hour of the Day: 11.00 PM			
Total # of Incidents:	2.00	% of Total Incidents:	2.11%
Grand Total Incidents:			
	<u>95.00</u>		



Monthly Report

May 2019

	2019	2018
Thompson Campground	95	Campground Daily (80) Campground Monthly (6) Tent Camping (9) 158
Miscellaneous Park Fees	\$980.50	Shredder Scrap(1) Memorial Bench(1) Heritage Tree Program(1) \$26
Overnight Fishing Passes	3	Overnight Pass (3) 4
Paddleboat Rental	-	-
Canoe Storage	\$50.00	2 Annual Rentals 0
Archery Range	-	-
Overlook & Plaza	-	-
Midway	1	Rodeo (1 res. For 2 days) 1
Agricultural Barns	1	Rodeo (1 res. For 2 days) 1
Equestrian Area/ Rodeo Ground	1	Rodeo (1 res. For 2 days) 1
James Youth Center	13	Magic City Master Gardeners(1 res. For 2 days) Company Picnic(1) 4-H Meeting (3) Baby Shower(1) Graduation Party(3) Girl Scout Meeting(2) Family Reunion (1) Church Service(1) 11
Lodge	14	Rotary (5) Birthday Party(1) One Year Anniversary Service(1) MRMC Event(1) Family Event (1) Grad Party(2) Wedding Rehearsal Dinner(1 res. For 2 days) Rodeo(1) Internal: Mother Daughter Tea(1 res. For 2 days) 13
Riley Pavilion	3	One Year Anniversary Service(1) Rodeo(2) 2
Lion's Beuth Park	6	Internal: Tai Chi Lessons (6) 0
Fox Park (entire)	1	Internal: Hold for Construction (26 day hold) 3
Fox Park Tennis Courts	-	-
Shelter 1 Tennis Courts	6	Pickleball Lessons(6) 0
Tannehill Park	2	Farmer's Market (2) 0
Depot Park	0	2
	2019	2018

Parks

Fields

Red 1	7	Youth Baseball Games (7 days of games)	13
Red 2	0		2
Blue 1	2	Internal: Hold (2)	9
Blue 2	2	Internal: Hold (2)	2
Blue 3	2	Internal: Hold (2)	1
Green 1	1	Internal: Hold (1)	12
Green 2	6	Softball Games (6)	9
Green 3	7	Youth Baseball Games (7 days of games)	9
Green 4	6	Softball Games (6)	9
Green 5	11	Youth Baseball Games (11 days of games)	11
Green 6	11	Youth Baseball Games (11 days of games)	6
Groeber	27	Practices (26) CCCB Adult softball games (1)	36
Meinert	17	Practices(16) Company Picnic Reservation(1)	28
Patrick	24	Practices (24)	36
Fox Field	6	Practices (5) Internal: Hold for Construction (1)	16
Batting Cages	10	Batting Practice (10)	12

2019

2018

Shelters

Shelter 1	7	Birthday Party(1) Graduation Parties(3) Family Event(1) Memorial Barbeque(1) Family Reunion(1)	3
Shelter 3	6	Birthday Party(1) Graduation Parties(3) Family Reunion(1) Family Event(1)	4
Shelter 5	5	Veteran Event(1) Birthday Party(2) Rodeo(2)	4
Fox Park Shelter	5	Birthday Party (2) Memorial Day Breakfast (1) Family event (1) Internal: Hold for Construction (1)	2
Klein Shelter	4	Graduation Party(2) Birthday Party(1) Family Reunion(1)	3
Lake Pavilion	31	Internal: Gravel Replacement (29) Graduation Party(2)	6

2019

2018

Auditorium

Entire Facility	6	Healthy Community Day(1) MATC Awards Ceremony (1) Wedding (1 res. For 2 days) Internal: Block for staffing purposes (3)	10
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2019

2018

Aquatic Center

Entire Facility	7	Aqua Dance Fitness (2) Hold for Rodeo event (1) Internal: Blocked facility for start of the season for four days	0
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Party Area	1	Party(1)	0
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2019

2018

Recreation

Mother Daughter Tea	65	Sold out again in 2019	56
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Director – Troy Bock

- GreatLIFE advertised for FT and PT positions to get staffed up.
- I am assisting GreatLIFE with receiving proposals on a lighting upgrade throughout the golf course which will reduce energy costs and address the lighting/electrical issues under the eaves around the building.
- The golf course has been rekeyed with an ASSA system so keys cannot be copied just anywhere.
- The old Fox Park courts were demolished. They should soon begin pouring concrete.
- The Athletic Complex parking lot construction may begin after July 4th. We are waiting for a date from the contractor as flooding as caused some delays in their other projects.
- Candy Cane City resurfacing (LWCF grant) is complete with a ribbon cutting scheduled for 4pm July 14th.
- The owner of the slide repair company is coming late June or early July to handle the red coat on the slide as well as touching up the blue coat. The crew that originally came over-sprayed onto the red underside and a little on the yellow slide. They will remedy both, though the yellow slide will be a spray coating so that will wait until after the season. The contractor is making efforts to remedy the situation, they understand our frustration, and we are withholding a portion of the contract until the remedy is complete.
- Final adjustments to the budget have been made on the staff level.
- Continued meeting with and coordinating with the Healthy Schools, Healthy Communities initiative based out of the health department which is assessing overall community wellness opportunities from physical activity and facilities to nutrition and healthy options at the concession stands. Occasionally, grant funding is available for small improvements so we remain actively engaged.
- Participated in Big Bam coordination meetings and made final preparations for aspects relating to the park.
- Held an initial 4th of July meeting with the relevant parties invited. It will run similar to the last few years with a 5K at 8:30am, aquatic center and mini-train 12-4pm at discounted rates, and gates at the complex opening at 3pm. Live entertainment will begin in the evening with the big fireworks show at 9:40pm. Food and beverage vendors will be on site. We appreciate our partners including Art's Appliance and Family Life Fellowship.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Continued processing coaching paperwork and issuing coach's badges.
- Ordered shirts for department softball league.
- Assisted in prep work for start of ball leagues and pool opening, i.e. prepared petty cash, purchased league insurance, etc.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Painted the walls and the floors of the men's and women's bathrooms and sealed the concession patio floor area at the pool.
- On opening day of Pool, we had to replace the main recirculating pump due to a short which we believe was caused by lighting. We had a "back-up motor" at the downtown office, for this situation. This delayed the opening by about 2 hours. We've since sent off

the second pump to Hauser to be checked out, and reworked. We've found out that this motor is bad and will have to be replaced. On opening day, we had some graffiti at the Pool, which we removed. Tiger Security had installed two new cameras but weren't in operation at this time.

- Contractor has begun work on Fox Park tennis courts. Old tennis courts, chained link and light poles have been removed, and have installed new posts for the chained link fence.
- Realigned paddle Boat Dock and added two new cables to tie off dock since the heavy rains had raised it up and moved it. Paddle boats and water fountain are installed.
- Tilled up the Rodeo Arena, competing with the rain on and off for four days, to be ready for the Rodeo. Afterwards we bawn to level/till up/ and re-seed the areas torn up by the Rodeo people. In the area by the announcer stand we used up the remaining top soil we received from the High School.
- The subcontractor finished resurfacing the playground at Candy Cane. We "landscaped" the northern portion with top soil and sod we secured from the High School's renovation of the football and baseball fields.
- Placed the bleachers on the two new concrete pads at Meinert Field.
- Mowed, and mowed, and mowed when we could!

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Began work in preparation for summer leagues to begin.
- Applied organic fertilizer and grub control treatment to athletic fields.

Sports:

- All sport leagues started play (86 teams total participating).

Amanda Warder – Recreation Supervisor

Pool:

- May 25th-The pool opened with approximately 200 guests throughout the day and with lines out to the parking lot. Worked out the opening day kinks and Sunday went much smoother
- Computers at the pool have been replaced, all the systems are running much smoother.
- We have had 2 Pool parties thus far, both have gone well.
- Minor complaints, but otherwise mostly good comments
- Have had no major saves this season as of 6-11-2019.

Concessions:

- Tim Price Tournament went well. We had a large turnout, sold quite a bit of product.
- Pool Concessions are going well, added flavored ice, one of our top sellers
- Most feedback has been happy, and we will consistently improve.

Events:

- Fishing clinic was June 8th. We had about 20-25 people in attendance and had quite a good response from the people who came out and participated.
- Prepping for the 4th of July Extravaganza. Food and Merchandise vendors are mostly locked down and I will begin compiling menus and lists of products.

Alex Westhues – Recreation Assistant

- Continued posting Facebook ads and other posts such as Throw-back Thursdays, Fun Fact Friday, etc. to continue to increase engagement on our Facebook page.
- Worked with Amanda on department events.
- Communicated with Dirk and Todd on facility set-ups, etc.
- Counted money from the previous day from the pool and the athletic complex



Moberly Area Chamber of Commerce
211 West Reed | Moberly, MO 65270
p. 660.263.6070 | f. 660.263.9443
www.moberlychamber.com

June 11, 2019

Report on: Tourism Promotion Services Agreement

Services Completed:

- Submitted the Missouri Division of Tourism FY20 Missouri Marketing Grant application
- Updated all attractions and events for Missouri Division of Tourism's 2020 Travel Guide
- Prepared for City Council Joint Meeting
- Marketed and executed Railroad Days 2019
- Designed a Depot District Map
- Created video to promote Big BAM participation
- Executed Big BAM's stop through Moberly
- Attended and photographed the Depot District dedication
- Implementing Techniques learned from Marketing College & working with Tourism Consultant on these strategies
- Reached out travel writers
- Met with Anne Barrett MACA on website development and schedule
- Worked on educational opportunity over "Should I stay open after 6:00 p.m.?" and invited all Downtown retail and stakeholders
- Worked with Donna Grey who represents the Missouri Division of Tourism for group tours on getting Moberly as one of her selling points
- Continued marketed Junk Junktion and reaching out to vendors
- Participated in Tourism Webinars thru Destination Development Association
- Created Depot District Patio Ad
- Created Depot District Restaurant Ad
- Continued revisions to Tourism website (www.moberly.com) to optimize performance and information being distributed. Updated content to reflect new events and submissions.
- Generated and shared social media posts for all events in Randolph County to promote activity in the region.
- Updated monthly Social Media Content calendar to increase engagement on all Chamber sites.
- Promoted all area events on Social Media and weekly Chamber Chat
- Delivered content and checked in with Comfort Inn, Super 8 and Thompson Campground.
- Answered all calls and emails regarding events and assets in Randolph County.
- Wrote and distributed Tourism Newsletter to engage email contacts.
- Began generating digital ads to promote July's Tourism Assets & events.
- Continued updating community calendar

Services Planned:

- Meet with Tourism Assets to discuss 2019/2020 programming
- Continue developing Group Tour / Motorcoach Action Plan and building relationships
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant
- Continue planning Junk Junktion.



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Tourism Promotion Services Agreement

Moberly Area Chamber of Commerce 2019 Service Agreement Billing														
Item Number	Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212	Advertising	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,501.96
102.000.5406	Contract Labor	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000.04
102.000.5411	Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,498.00
102.000.5506	Consultant Contract	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00

June Billing

102.000.5406: Contract Labor: Submitted the Missouri Division of Tourism FY20 Missouri Marketing Grant application. Updated all attractions and events for Missouri Division of Tourism's 2020 Travel Guide. Prepared for City Council Joint Meeting. Marketed and executed Railroad Days 2019 . Created video to promote Big BAM participation. Executed Big BAM's stop through Moberly. Attended and photographed the Depot District dedication. Implementing Techniques learned from Marketing College & working with Tourism Consultant on these strategies. Worked on educational opportunity over "Should I stay open after 6:00 p.m.?" and invited all Downtown retail and stakeholders
Worked with Donna Grey who represents the Missouri Division of Tourism for group tours on getting Moberly as one of her selling points

102.000.5506: Consultant Contract: Continued training with Blue Elephant Solutions on group tours.

102.000.5212 : Advertising : Developed ads for Patios in the Depot District, Restaurants in the Depot District, Designed a Depot District map for Big BAM



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Facebook Ads Manager June Ad Analytics

Ad Name	Reach	Impressions	Result Type	Results	Cost per Result	Amount Spent	Link Clicks	Reporting Starts	Reporting Ends
Aquatic Center	11784	15320	Link Clicks	328	0.229604	75.31	430	2019-05-14	2019-06-11
Amish Advertising	25799	34311	Link Clicks	680	0.290676	197.66	870	2019-05-14	2019-06-11
RC Rodeo	40799	58321	Landing Page Views	1119	0.334996	374.86	1594	2019-05-14	2019-06-11
Railroad Days 2019	27216	46548	Post Engagement	334	0.75982	253.78	460	2019-05-14	2019-06-11
Depot District Vintage Ad	7214	9340	Landing Page Views	246	0.249593	61.4	283	2019-05-14	2019-06-11
Depot District Video Ad	23272	68989	Post Engagement	665	0.727895	484.05	867	2019-05-14	2019-06-11
2019 Winery Ad	8897	14522	Landing Page Views	147	0.716599	105.34	180	2019-05-14	2019-06-11

MAEDC Economic Development Report

May 19, 2019 – June 15, 2019

MAEDC Activity Highlights

- Attended ICSC ReCon in Las Vegas. Met with several retailers about the Moberly market and met with retail consultants. Attempted to target long term clients and focus on available property. Had several valuable conversations about the strengths of Moberly's available real estate options.
- Spoke to local building owners about potential leased space available for a healthcare prospect
- Fielded inquiries about PPI grants for Moberly Downtown Redevelopment.
- Finalized PPI resolution for Moberly Downtown CID.
- Sent follow up emails to several retail prospects following the ICSC convention. Retailers agreed to forward real estate information to existing franchisees.
- Approved first draft of new testimonial video for MAC RAK. Company agreed to be interviewed about their experiences with MAEDC.
- Had an interested party in the Prenger foods auction in Huntsville. Contacted the agent and forward information to prospect.
- Coordinated with Missouri Partnership for a site visit on June 5th for Project Iron Horse at the Moberly Area Industrial Park.
- Confirmed Ameren's attendance at the Site Visit on June 5th
- Answered follow up questions from the City of Moberly regarding the site visit and coordinated resources. Public Works provided UTV's for ease of navigation onsite.
- Confirmed from Project Medical that they had closed on two buildings for their operations. Closing had been delayed once, but the prospect did complete the transaction on May 30.
- Followed up with retail consultants following our meetings at ICSC. Checked references and explored the service offerings.
- Sent questions about potential land transaction of the Moberly Holding Company to legal counsel.
- Communicated with local realtor about potentially selling property owned by the Holding Company. Realtor had an interested prospect. Communicated with the donor of the land and confirmed that the proposed facility was not within the covenants.
- Met Ameren Business Development Team for dinner at Lula's
- Conducted Project Iron Horse site visit in Moberly. Prospect spent over an hour exploring the site and heard presentations from MAEDC, Ameren, City of Moberly and MACC.
- Met with Industrial Club members Capital Paving and Orscheln Properties
- Met with Dan Kruse of Moberly High School CAPS program to discuss working closer with the business community. Reviewed the successes of the first year of CAPS and where the program will go in the future.
- Conducted Moberly Crossing CID meeting, finalized the annual reporting requirements.
- Conference Call with Allie Bennet, business development representative for Macon Electric Cooperative to discuss the business incentives they offer to new and expanding businesses.

- Had lunch with Klinger and Associates to discuss how the NE Region and how Klinger may assist MAEDC in the future.
- Met with prospective Medical Cannabis business, prospect declined to move forward.
- Michael was offered a position on the Main Street Moberly Board of Directors.
- Discussed the old Dollar General building with the City of Fayette. The former tenant requested utilities be shut off to the building. City elected to disconnect the building at this time.
- Followed up with Cobblestone Hotels. They requested additional information about the Moberly market and reviewing the hotel feasibility study.
- Spoke with Project Software II about a potential transaction and business acquisition they are considering. They have identified an existing business and are considering purchasing the business and adding jobs.
- One PPI applicant wanted to begin work on his project and asked about timelines for approval. Counseled the applicant about the program and its requirements.
- Communicated with HR manager at DSV about local wage trends and salary reports
- Finalized details for the presentation to Howard County Economic Development Council
- Missouri Partnership informed MAEDC of a possible site visit on June 19th for Project Emerald II
- Attended HCEDC meeting to speak with prospective investors. Michael spoke about economic development and why it is important in our communities. As well as, how Howard County looks moving forward in the next 10 years.
- Conducted office hours in partner counties
- Presented to the Moberly City Council at a joint meeting the MAEDC Board of Directors
- Attended MACC Workforce Development Center open house
- Had a meeting with Moberly Area Chamber of Commerce and City of Moberly about current issues
- Met with SBDC small business prospect as they prepare for their forthcoming opening
- Held conference call with an Industrial recruitment consultant about potentially working with MAEDC.
- Scored the retail consultant proposals and recommended Retail Strategies
- Communicated with GSG about updating the Labor Demand study, decided to ask if NMDP wants to participate.
- Answered questions from the City of Paris about Project Bootleg
- Followed up with another medical cannabis company interested in available buildings
- Communicated with Project Workout about the Dollar General building in Fayette
- Scheduled follow up conversations with Retail Strategies regarding the Moberly market
- Scheduled conversation with Randolph County Commission to discuss current projects and report on current issues.

SBDC Activity Highlights

- Attended 2nd session of NE Leadership Conference hosted in New London. Topic was Broadband. Guests from internet and power providers showcased their initiative to attract more business by providing area with fastest internet and easiest accessibility working with local utility companies.

- Met with client to discuss new program offering and provided potential customer suggestions.
- Had follow up consultation with client discussing business opportunities and job offering from their client.
- Conference with PTAC/SBDC counselor Mark Christian, discussed the PTAC territory as well as client needs and personnel changes to program.
- Counseled Howard County resident with AirBnB properties as well as gallery/woodworking shop.
- Spoke with Chamber Tourism specialist regarding possible incentives or programs offered by MO state tourism department.
- Coordinated with SBDC counselors to plan a site visit.
- Met with two high school graduating seniors pitching their CAPS program and potential collaboration and warm welcomes into area business.
- Attended meeting with Michael regarding site visit for potential manufacturing company interested in Industrial Complex.
- Attended Howard County Economic Development meeting with Michael to introduce and network with area business owners, institution executive, local lenders.
- Follow up meeting with CAPS instructor, detailed the projected path of the upcoming school year program changes.
- Met with prospective client that opened new healthcare consultation firm downtown.
- Attended remote meeting laying out new SBDC goals and updates.
- MU Extension training event regarding new program additions and updates.
- Meeting with local client that discussing mental health treatment/counseling facility
- Held office hours in Paris and Glasgow.
- Follow up meeting with Monroe City client in regard to opening restaurant.

Director of Utilities Monthly Report, Mary West-Calcagno, Director

June 2019

Director's Summary

Solar Project: The Solar Project is nearly complete. All meter base connections have been completed with Ameren. There will be some tree removal around the lift stations that will occur in the coming months as property owners allow to be sure the panels are not being shaded and are at full production.

Water Plant Maintenance: The masonry repairs of the exterior walls and stairs at the Water Treatment Plant is complete. There is a slight difference in coloration, but this should weather over time and blend in. The stairs to the filter bay have also been redone and this is a big improvement.

MDNR: MDNR has scheduled an inspection for the City's Municipal Separate Storm Sewer System (MS4) permit and program. The inspection was originally scheduled for June 13, but had to be rescheduled. It is now scheduled for June 27. This inspection is done every few years to check on how we are administering our stormwater program.

Community Support: The Utilities Department sent 6 people to help with sandbagging efforts in Brunswick. It was an honor to help and we appreciate the City's support in allowing staff to go.

Community Partnerships: Director West-Calcagno met with Caring Communities and the Housing and Utilities Committee. This is a new program for Caring Communities that is tied to their community health workers. The grant allows the program to provide assistance with utility bills (as part of the program) if the client is engaged in learning how to better their life situation. We will continue to work through details and coordinate with the program to help customers who might not otherwise be able to afford their City utility bills.

Household Hazardous Waste: Rachel Hultz, Water Quality Manager (stormwater) has been working hard to get caught up with the backlog of household hazardous waste that has accumulated over the winter. Mark Twain Regional Council of Governments has assisted us with the ability to bring material to them for disposal. We currently have more than 500 gallon cans of latex paint on hand. Rachel has selected the oldest and worst 300 cans for recycling and has found a recycler to come and pick it up as part of a larger load that will be collecting some other material.

7 Bridges Road Flooding Issue: Several City staff have participated in meetings with the Special Road District regarding the problems with 7 Bridges Road flooding during heavy rain events. An amendment to the Barr Engineering agreement is on the Council agenda for approval at the June 17 meeting to study the watershed that contributes to this area. A map of the watershed is attached to this report for the Council's information.

Sugar Creek Lake Water Quantity Study: The Firm Yield Assessment for Sugar Creek Lake is complete and indicates that there has been additional siltation in the Lake since 2003. Approximately 1' to 1.5' of siltation has been deposited in the bottom of the Lake. Due to more sophisticated modeling software and more sensitive testing equipment to test the depth of the sediment, the fixed yield of the Lake is more accurate. During the 2003 study, it was determined that the Lake would yield 1.2 million gallons of

water per day. The model conducted from data collected in 2018 indicates that the yield from the lake is actually 1.4 million gallons per day. These numbers are quoted based on a year of record drought based on the 1951-1960 drought.

A key finding in the report is that the seepage at the spillway is a critical factor in extending our water supply due to the amount of water that is not retained in the Lake and thereby not available for potable water use. Seepage rates measured through a collector pipe constructed to gather and transport water from the hillside over the wall in the spillway indicates flow rates of more than 600 gallons per minute are bypassing the dam at the full level. At 25" below full pool, the bypass rate drops to 150 gpm or less. A grout project is currently in development. Construction specifications, plans and contracts are being developed to be able to bid the project this summer if conditions are favorable. DNR is working on refining the model to reflect the different seepage rates based on the level of water in the Lake. They may have additional information to present to us during the meeting on June 17.

Sugar Creek Lake Dam Road: The road that loops around to the dam at Sugar Creek Lake has dropped and a significant sinkhole has developed. The road has been closed and McClure Engineering has been consulted as to the cause of the subsidence and measures to shore up the area and repair the road. As of Monday, June 10, approximately 1/3 of the width of the road had dropped 8.7'. This is the Lake side of the road. The hillside does not appear to be falling away currently.

Open Positions: The Utilities Distribution and Collection Department is still looking to fill one heavy equipment operator position and the Water Treatment Plant has an operator's position open.

Dept. Summary:

Drinking water produced:	31,702,164 (1.022 MG/Day)
Wastewater Treated:	95,953 MG (3.095 MG/Day)
Wastewater from Combined Sewer Overflows:	69.935 MG
Total precipitation for May	7.21 inches

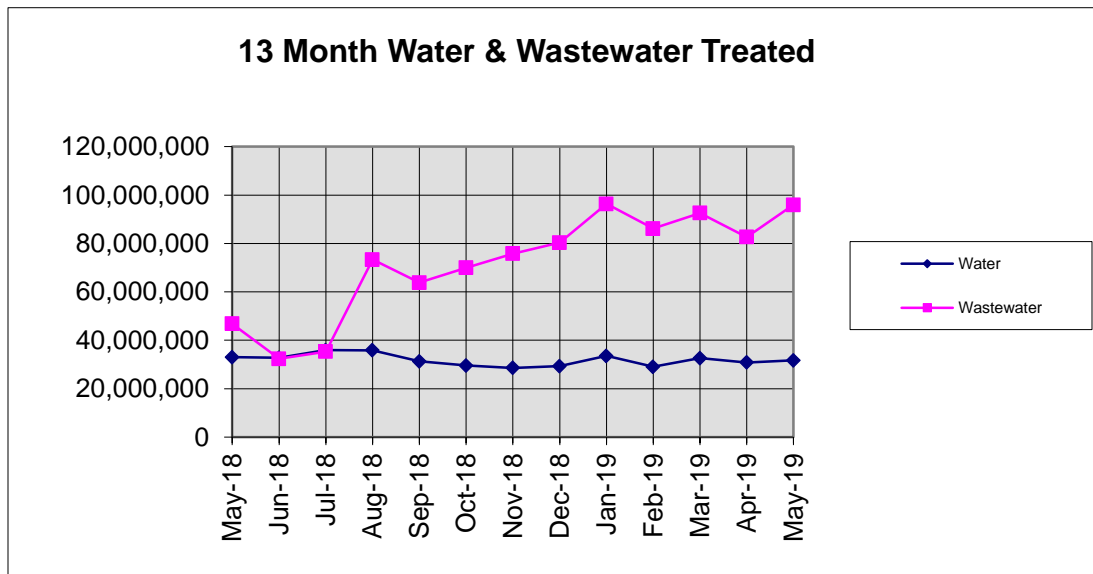
Billing activity: 23,449,036 gallons of water in the amount of \$207,755.04 and 22,189,712 gallons of sewage in the amount of \$263,579.92

Staff issued 2524 bills for cycle 1 in the amount of \$217,943.80 and 2731 bills for cycle 2 in the amount of \$335,190.86 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for May 2019 =18.4% The Moberly Aquatic Center used 308,340 gallons to fill the pool. Of this amount, 304,150 gallons will be on next month's report due to the cycle's read date for the meter.

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
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May-19	31,702,164	1,887,159	505,526	0	14,500	23,449,036	25,856,221	5,845,943
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Distribution and Collection Department and Customer Service

- There were two water main leaks repaired in May. The cooler, rainy weather seems to be in our favor.
- There were two water main valves that were replaced.
- There were two sewer repairs performed in May. One was due to a piece of clay pipe that had gotten stuck in the main and caught the vacuor hose, and the second was due to tree roots.
- There was two sanitary sewer overflows observed in May. These were in the 900 block of Fisk Ave in the woods south of the street.
- D & C crews spent considerable effort locating sanitary sewer lines, storm sewer lines and cleaning the sewers in the area of the 400 blocks of E. Rollins and E. Burkhart.
- Used CCTV sewer camera to investigate sinkholes in area of storm sewer in Oakland Cemetery.
- There were 16 sewer calls this month.
- Poured 9.5 cubic yards of concrete.

Wastewater Treatment Facility

- Treated 95,953 MGM an average of 3.095 MGD.
- Transferred 1,305,210 gallons of sludge from the SBR's to the digesters.
- 7.21 inches of rain fell over an 18-day period.
- Two SSO's were reported. One at the corner of Fisk and Epperson and One approx. 500 feet south of Fisk and Edgewood. These events were reported to DNR NER.
- Taylor CSO (outfall 002) discharged 19.08 MGM on 5/1/19, 5/2/19, 5/8/19, 5/18/19 and 5/21/19 due to rain events.

- Rollins CSO (outfall 003) discharged 30.616 MGM on 5/1/19 through 5/15/19 and 5/18/19 through 5/31/19 due to rain events.
- Seven Bridges CSO (outfall 004) discharged 20.222 MGM on 5/1/19 through 5/5/19, 5/8/19 through 5/14/19 and 5/18/19 through 5/31/19 due to rain events.
- Holman Rd CSO (outfall 005) discharged 0.017 MGM on 5/2/19, 5/8/19, 5/20/19, 5/23/19 and 5/29/19 due to rain events.
- Magic City Glass installed a new door in the lab at WWTP. The cost was \$5,000.
- DNR was observed sampling the creek downstream of WWTP. The CSO's were discharging up stream.
- The unloading valve actuator on SBR blower #1 failed due to water in the housing. We are currently seeking pricing for replacement.
- Willis Bros. reshaped the ditch and lined the bank with riprap to prevent erosion at Taylor CSO.
- Worked with MC Power, NEMO Electric and Ameren UE several days upgrading meter services at various pump stations for the solar panel project.
- Spent an excessive amount of time monitoring pump stations and the WWTP due to 18 days of rain this month.

Billing and Collections

- The Billing and Meter Department is currently seeing a rise in the number of meter and transponder failures. An order was placed for replacement residential meters to be able to continue to change out stopped meters.
- The new ultrasonic meters that have been replaced are proving to be much more accurate at registering flow. As these meters are replaced, Office staff monitor use and notify customers of the potential for higher bills before the bill is mailed. Large meters take several hours to install in some cases, and we must coordinate with the customers since not every installation has a meter bypass line. This means that in some instances, we have to turn the water off to the customer until the meter is re-installed.

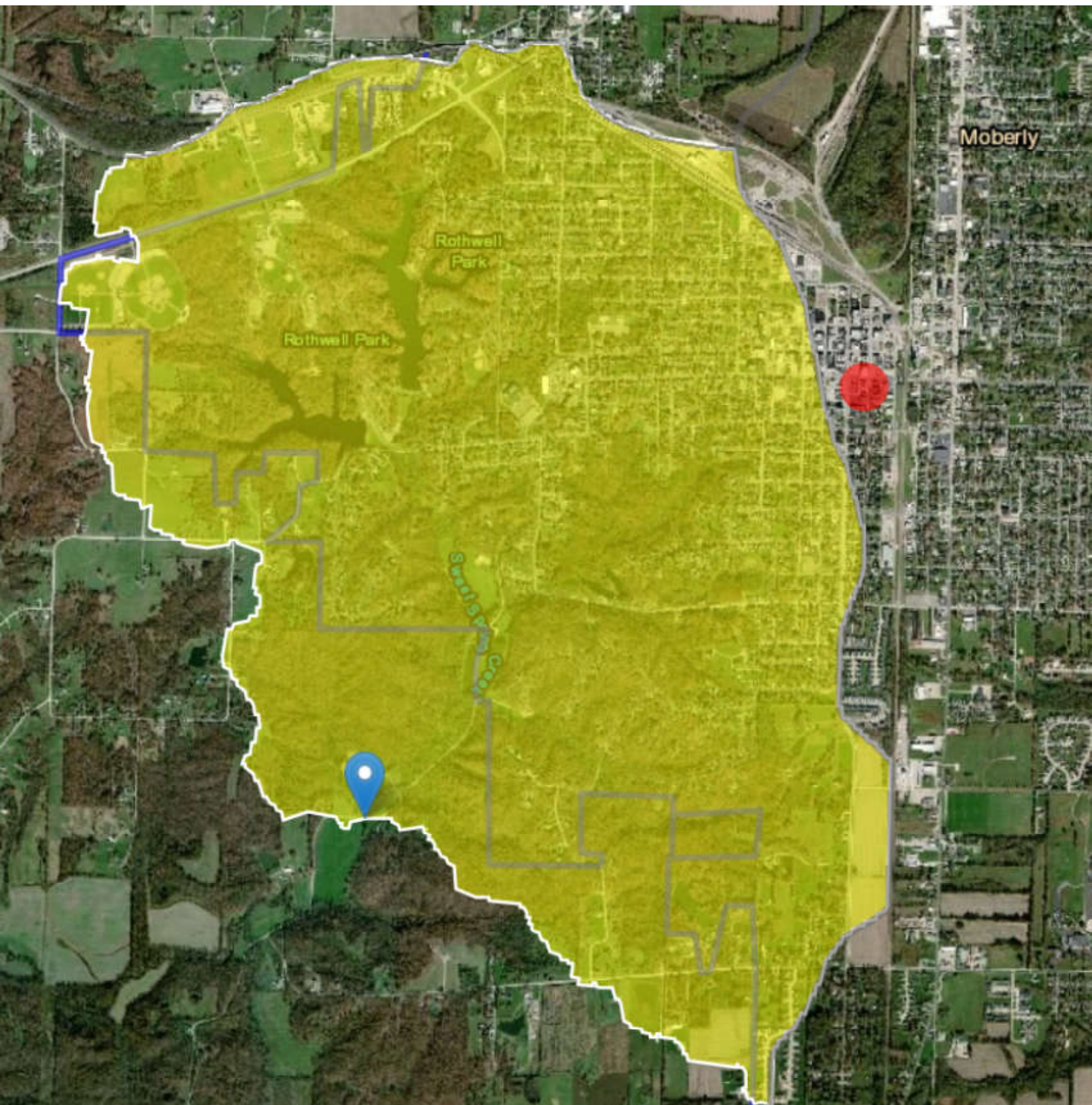
Water Plant

- Treated and pumped 31,702,164 gallons of water to the distribution system. This is a daily average of 1,02,650 gallons per day.
- Performed 3,725 in house tests on the water throughout the treatment process.
- Collected 16 samples at different locations on the lake to see what is coming into the lake. Performed 16 tests on each sample for a total of 256 Tests.
- Collected samples for DNR analysis to include 16 Bacteria Samples around the distribution system, monthly Total Organic Carbon Samples, monthly Unregulated Contaminant Monitoring Rule #4 samples and samples on Rothwell Lake and Waterworks Lake for Lakes of Missouri Monitoring program.
- Performed scheduled monthly maintenance on the free and total chlorine analyzers.
- Performed corrective maintenance on the carbon feed silo, pre-chlorine feed system and one of the algae control devices at Sugar Creek Lake.
- Completed the tuck point and brick work repair at the water plant with Mid-Continental.

- Coordinated with Parks and Recreation Department in additional pumping over a weekend of 250,000 gallons of water to fill the swimming pool at Rothwell.

Sugar Creek Lake Ranger

- Mowed all three water towers, water plant, ranger station, Sugar Creek Lake dam, and the pump house radio tower area.
- Cleaned out the gutter on the ranger station.
- Trimmed weeds at all three water towers, ranger station, campsites, parking area, Lions pavilion, pumphouse, the hillside at Sugar Creek Lake and for the city-wide cleanup.
- Mowed ranger station vacant lot Lion's area. Changed oil, oil filter and blades on mower getting ready for part time guy to start mowing.
- Spread gravel on the road and filled in the ruts caused by rain.



City of Moberly

City Council Agenda Summary

Agenda Number: 15
 Department: Comm. Dev.
 Date: June 17, 2019

Agenda Item: Appointment to the Planning & Zoning Commission.

Summary: In July 2019 three (3) terms will expire for the Planning & Zoning Commission. These are for Sam Tadrus, Howard Miedler & Lisa Vanderburg. Contact has been made with these individuals and have all stated they would like to be re-appointed and please find attached their applications

Recommended

Action: Appoint these three to the Planning and Zoning Commission.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

City of

Moberly!

Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Planning and Zoning Date: 5/20/19
Your Name: Lisa Vanderburg Street Address: 649 Homestead Dr.
Phone number(s): (evening) 660-263-2143 (day) 660-263-2143
Email: vandy649@sbccglobal.net

Do you live within the corporate limits of City of Moberly? (Yes) No
How long have you been a resident of City of Moberly? 31 years
Occupation: Housewife Employer: n/a

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have served 1 full term and a partial term on Planning and Zoning. I have learned from serving about several city ordinances, rules and regulations. At times, I am able to use the 23 yrs. I have as a local school board member to apply that experience in several ways in running a meeting, following Sunshine Law, following federal laws, treating
What particular contributions do you feel you can make to this board or commission?

I'm not afraid to ask questions. I feel I represent the sector of our community that is not a business owner, realtor, landlord, etc., but I want to help Moberly grow and prosper.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Gena McCluskey Phone: 573-239-0540
2. Shane Adrian Phone: 263-8898
3. Jeff Lawrence Phone: 269-8008

Lisa Vanderburg
Signature of Applicant

*Additional Information may be attached to this form.

Q1-cont'd.

people equally and fairly, and by understanding that decisions aren't always fair. Often times, to get more satisfaction on a decision, you must express your concerns to state and federal officials to get the laws changed that cause those stumbling blocks at the local level.

City of

Moberly!

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Name of Board or Commission: Planning and Zoning Date: May 16, 2019
Your Name: Howard Miedler Street Address: 913 Timberline road
Phone number(s): (evening) 263-0908 (day) 263-0908
Email: howardmiedler@sbcglobal.net

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 46 years
Occupation: Retired, almost Employer: KWIX/KRES Alpha Media

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have been on P and Z for at least 9 years...before that I was on the Parks Board for 18 years and served 3 years on the Missouri State Parks board.


I feel that have a lot to give back to Moberly that has been kind to my family.

What particular contributions do you feel you can make to this board or commission?

I am very familiar with business practices, especially advertising and marketing in the employ of KWIX/KRES for 46 years I am very familiar with
with Moberly and have made this my home. I am currently President of the 5th Street theatre Board and want the city to move forward.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Bob Riley Phone: 263-3367
2. John Davis Phone: 651-0292
3. John Meystrik Phone: 263-1230


Signature of Applicant

*Additional Information may be attached to this form.

Turn to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of

Moberly!

Board/Commission Application Form

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Name of Board or Commission: P&Z Date: 5/16/19
Your Name: SAM TADRU Street Address: 703 S. New Bridges Rd
Phone number(s): (evening) 660-263-6826 (day) 660-998-0461
Email: Sam@SamsHealthMart.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 48 years

Occupation: Pharmacist Employer: Sam's Health Mart Pharmacies

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Experience

What particular contributions do you feel you can make to this board or commission?

I wish to be re-appointed

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. _____ Phone: _____
2. _____ Phone: _____
3. _____ Phone: _____

Sam Tadrus
Signature of Applicant

City of Moberly

City Council Agenda Summary

Agenda Number: 16
Department: City Clerk
Date: June 17, 2019

Agenda Item: Consideration for approval of New and Renewal Liquor Applications.

Summary: Aldi #28, 400 Highway 24 East, Moberly, Missouri, submitted by Rob Jeffries.

Batcher's Fuel, 301 S. Morley, Moberly, Missouri, submitted by James M. Bratcher.

Batcher's Market, 301 S. Morley, Moberly, Missouri, submitted by James M. Bratcher.

Case 'N Keg (New), 1802 S Morley, Moberly, Missouri, submitted by Angela S. Taylor.

Case 'N Keg (Renewal), 1802 S Morley, Moberly, Missouri, submitted by Angela S. Taylor.

Casey's General Store #1121, 326 S Morley, Moberly, Missouri, submitted by Sharon S. Uthe.

Casey's General Store #2003, 326 S Morley, Moberly, Missouri, submitted by Sharon S. Uthe.

D'Abolengo Mexican Restaurant, 520 E Hwy 24, Moberly, Missouri, submitted by April Elaine O'Haver.

Felicia's Restaurant and Entertainment LLC, 1461 Hwy JJ, Moberly, Missouri, submitted by Felicia Buckner.

Fraternal Order of Eagles, 1408 N Morley, Moberly, Missouri, submitted by Joshua L. Barr.

Loyal Order of Moose 776, 2050 N Morley, Moberly, Missouri, submitted by Gregory A. Dilts.

Lula's Next Door, Inc. DBA Lula's Tavern, 112 W Carpenter, Moberly, Missouri, submitted by Michael Lipperd.

Memory Lanes (New), 1616A N Morley, Moberly, Missouri, submitted by Robert Penick.

Memory Lanes (Renewal), 1616A N Morley, Moberly, Missouri, submitted by Robert Penick.

Nelly's, 407 Urbandale, Moberly, Missouri, submitted by Chad Nelson.

Pizza Works, 319 N Morley, Moberly, Missouri, submitted by Ken Castagno.

Shady Tuesdays Bar and Grill, 400 W Reed Street, Moberly, Missouri, submitted by Jacob Holloway.

Twisted Llama, LLC/Mallard Pub & Pool (New), 407D E Urbandale, Moberly, Missouri, submitted by Jana Longbine.

Twisted Llama LLC/Mallard Pub & Pool (Renewal), 407D E Urbandale, Moberly, Missouri, submitted by Jana Longbine.

Vertigo/Covert Operations, 1112 Timberline Rd, Moberly, Missouri, submitted by David T. Covert.

VFW Post 2654, 1347 S Morley, Moberly, Missouri, submitted by Chris Wertz.

Walmart #40, 1301 Hwy 24 East, Moberly, Missouri, submitted by James P. Emanuel Jr.

Others may be added to the list prior to the Council Meeting, if the completed application is returned with the necessary signatures.

Recommended Action: Please approve these applications.

ATTACHMENTS:		Role Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	Council Member		
___ P/C Recommendation	___ Petition	M___ S___ Brubaker	___	___
___ P/C Minutes	___ Contract	M___ S___ Kimmons	___	___
___ Application	___ Budget Amendment	M___ S___ Davis	___	___
___ Citizen	___ Legal Notice	M___ S___ Kyser	___	___
___ Consultant Report	<u> x </u> Other _____		Passed	Failed